



Lori A. Shibanette
Commissioner

Melissa A. Hardy
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 6, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to amend existing contracts with the Contractors listed below for Aging and Disability Resource Center ServiceLink services, by exercising a renewal option by increasing the total price limitation by \$6,512,983 from \$6,506,928.02 to \$13,019,911.02 and by extending the completion dates from June 30, 2022 to June 30, 2024, effective upon Governor and Council approval. 57.23% Federal and 42.77% General Funds.

The individual contracts were approved by Governor and Council as specified in the table below.

Contractor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval Date
Behavioral Health & Developmental Services of Strafford County, Inc., Rochester, NH	177 278	Rockingham and Strafford County	\$1,893,476.60	\$1,878,962	\$3,772,438.60	O: 5/20/20 (Item #18) A1: 12/30/20 Governor Approval 2/17/21 G&C (Informational Item A)
Community Action Program Belknap-Merrimack Counties, Inc., Concord, NH	177 203	Merrimack County	\$660,553.64	\$655,232	\$1,315,785.64	O: 5/20/20 (Item #18) A1: 12/30/20 Governor Approval 2/17/21 G&C (Informational Item A)
Easter Seals New Hampshire, Inc.	177 204	Hillsborough County excluding Antrim, Bennington, Franconia,	\$834,693.24	\$821,626	\$1,656,319.24	O: 5/20/20 (Item #18) A1: 12/30/20 Governor Approval 2/17/21 G&C (Informational Item A)

		Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County				
Grafton County Senior Citizens Council, Inc.	177 675	Grafton County	\$649,130.58	\$645,746	\$1,294,876.58	O: 5/20/20 (Item #18) A1: 12/30/20 Governor Approval 2/17/21 G&C (Informational Item A)
Partnership for Public Health, Inc.	165 635	Belknap and Carroll County	\$899,967.94	\$889,650	\$1,789,617.94	O: 5/20/20 (Item #18) A1: 12/30/20 Governor Approval 2/17/21 G&C (Informational Item A) A2: 3/23/22 G&C (Item #28)
Monadnock Collaborative d/b/a NH Care Collaborative	159 303	Cheshire County, Sullivan County, and Antrim, Bennington, Francesstown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$1,191,284.42	\$1,245,393	\$2,436,677.42	O: 5/20/20 (Item #18) A1: 12/30/20 Governor Approval 2/17/21 G&C (Informational Item A)
Tri-County Community Action Program, Inc.	177 195	Coos County	\$377,821.60	\$376,374	\$754,195.60	O: 5/20/20 (Item #18) A1: 12/30/20 Governor Approval 2/17/21 G&C (Informational Item A)
		Total:	\$6,506,928.02	\$6,512,983	\$13,019,911.02	

Funds are available in the following accounts for State Fiscal Year 2023 and are anticipated to be available for State Fiscal year 2024, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to continue providing services through ServiceLink Aging and Disability Resource Centers, State Health Insurance Assistance Program Trainer Services and Medicaid Eligibility Coordinator services statewide.

Approximately 71,000 individuals will be served annually.

ServiceLink Resource Centers are a statewide network of community-based resources for older individuals and adults living with disabilities and their families. The ServiceLink Resource Centers are available to anyone who needs assistance, guidance, help finding services, or support to live independently. ServiceLink partners promote the independence and well-being of the people they serve at locally-based offices and many satellite offices throughout New Hampshire.

The Department will monitor services by:

- The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
- The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
- The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.

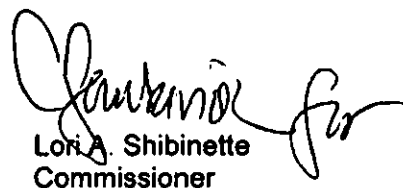
As referenced in Exhibit A, Revision to Standard Contract Provisions, of the original agreements, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council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

Should the Governor and Executive Council not authorize this request, the Department may not be able to comply with RSA 151-E:5 which mandates the establishment of a system of community-based information and referral services for elderly and chronically ill adults. In addition, there may be an increase in hospital and nursing home admissions as individuals may not have access to information on community-based options and ways to access these options. Lack of access to community-based options for the most vulnerable populations may cause an increase in Medicaid expenditures.

Source of Funds: Assistance Listing Number (ALN #) 93.071, FAIN# 2001NHMIDR; ALN# 93.667, FAIN# 2101NHSOSR; ALN# 93.778, FAIN# Medicaid; ALN# 93.052, FAIN# 21AANHT3FC; ALN# 93.324, FAIN# 90SA0003-04; ALN# 93.048, FAIN# 90MP0176-03; ALN# 93.791, FAIN# 1LICMS300148-01; ALN# 93.044, 2001NHSSC3-00; ALN# 93.044, 2101NHSSC6-00

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

ServiceLink Aging and Disability Resource Center Services

FINANCIAL DETAIL ATTACHMENT SHEET
SFY21, 22, 23, 24

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK

Note: "Grants for P.A.& R." – Grants for Public Assistance and Relief

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$259,250.64	\$0.00	\$259,250.64
545-500387	I & R Contracts	2021	\$15,685.18	\$0.00	\$15,685.18
570-500928	Family Caregiver	2021	\$54,000.00	\$0.00	\$54,000.00
074-500589	Grants for P.A.& R.	2022	\$257,930.64	\$0.00	\$257,930.64
545-500387	I & R Contracts	2022	\$15,685.18	\$0.00	\$15,685.18
570-500928	Family Caregiver	2022	\$54,000.00	\$0.00	\$54,000.00
074-500589	Grants for P.A.& R.	2023	\$0.00	\$257,931.00	\$257,931.00
545-500387	I & R Contracts	2023	\$0.00	\$15,685.00	\$15,685.00
570-500928	Family Caregiver	2023	\$0.00	\$54,000.00	\$54,000.00
074-500589	Grants for P.A.& R.	2024	\$0.00	\$257,931.00	\$257,931.00
545-500387	I & R Contracts	2024	\$0.00	\$15,685.00	\$15,685.00
570-500928	Family Caregiver	2024	\$0.00	\$54,000.00	\$54,000.00
		Subtotal	\$656,551.64	\$655,232.00	\$1,311,783.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$183,327.93	\$0.00	\$183,327.93
545-500387	I & R Contracts	2021	\$11,009.79	\$0.00	\$11,009.79
570-500928	Family Caregiver	2021	\$27,000.00	\$0.00	\$27,000.00
074-500589	Grants for P.A.& R.	2022	\$182,367.93	\$0.00	\$182,367.93
545-500387	I & R Contracts	2022	\$11,009.79	\$0.00	\$11,009.79
570-500928	Family Caregiver	2022	\$27,000.00	\$0.00	\$27,000.00
074-500589	Grants for P.A.& R.	2023	\$0.00	\$182,368.00	\$182,368.00
545-500387	I & R Contracts	2023	\$0.00	\$11,010.00	\$11,010.00
570-500928	Family Caregiver	2023	\$0.00	\$27,000.00	\$27,000.00
074-500589	Grants for P.A.& R.	2024	\$0.00	\$182,368.00	\$182,368.00
545-500387	I & R Contracts	2024	\$0.00	\$11,010.00	\$11,010.00
570-500928	Family Caregiver	2024	\$0.00	\$27,000.00	\$27,000.00
		Subtotal	\$441,715.44	\$440,756.00	\$882,471.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$453,179.75	\$0.00	\$453,179.75
545-500387	I & R Contracts	2021	\$26,393.33	\$0.00	\$26,393.33
570-500928	Family Caregiver	2021	\$67,000.00	\$0.00	\$67,000.00
074-500589	Grants for P.A.& R.	2022	\$450,539.75	\$0.00	\$450,539.75
545-500387	I & R Contracts	2022	\$26,393.33	\$0.00	\$26,393.33
570-500928	Family Caregiver	2022	\$67,000.00	\$0.00	\$67,000.00
074-500589	Grants for P.A.& R.	2023	\$0.00	\$450,540.00	\$450,540.00
545-500387	I & R Contracts	2023	\$0.00	\$26,393.00	\$26,393.00
570-500928	Family Caregiver	2023	\$0.00	\$67,000.00	\$67,000.00
074-500589	Grants for P.A.& R.	2024	\$0.00	\$450,540.00	\$450,540.00
545-500387	I & R Contracts	2024	\$0.00	\$26,393.00	\$26,393.00
570-500928	Family Caregiver	2024	\$0.00	\$67,000.00	\$67,000.00
		Subtotal	\$1,090,506.16	\$1,087,866.00	\$2,178,372.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$343,839.58	\$0.00	\$343,839.58
545-500387	I & R Contracts	2021	\$16,213.04	\$0.00	\$16,213.04
570-500928	Family Caregiver	2021	\$54,000.00	\$0.00	\$54,000.00
074-500589	Grants for P.A.& R.	2022	\$340,599.58	\$0.00	\$340,599.58
545-500387	I & R Contracts	2022	\$16,213.04	\$0.00	\$16,213.04
570-500928	Family Caregiver	2022	\$54,000.00	\$0.00	\$54,000.00
074-500589	Grants for P.A.& R.	2023	\$0.00	\$340,600.00	\$340,600.00
545-500387	I & R Contracts	2023	\$0.00	\$16,213.00	\$16,213.00

ServiceLink Aging and Disability Resource Center Services

570-500928	Family Caregiver	2023	\$0.00	\$54,000.00	\$54,000.00
074-500589	Grants for P.A.& R.	2024	\$0.00	\$340,600.00	\$340,600.00
545-500387	I & R Contracts	2024	\$0.00	\$16,213.00	\$16,213.00
570-500928	Family Caregiver	2024	\$0.00	\$54,000.00	\$54,000.00
		Subtotal	\$824,865.24	\$821,626.00	\$1,646,491.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$265,566.97	\$0.00	\$265,566.97
545-500387	I & R Contracts	2021	\$17,645.82	\$0.00	\$17,645.82
570-500928	Family Caregiver	2021	\$40,500.00	\$0.00	\$40,500.00
074-500589	Grants for P.A.& R.	2022	\$264,726.97	\$0.00	\$264,726.97
545-500387	I & R Contracts	2022	\$17,645.82	\$0.00	\$17,645.82
570-500928	Family Caregiver	2022	\$40,500.00	\$0.00	\$40,500.00
074-500589	Grants for P.A.& R.	2023	\$0.00	\$264,727.00	\$264,727.00
545-500387	I & R Contracts	2023	\$0.00	\$17,646.00	\$17,646.00
570-500928	Family Caregiver	2023	\$0.00	\$40,500.00	\$40,500.00
074-500589	Grants for P.A.& R.	2024	\$0.00	\$264,727.00	\$264,727.00
545-500387	I & R Contracts	2024	\$0.00	\$17,646.00	\$17,646.00
570-500928	Family Caregiver	2024	\$0.00	\$40,500.00	\$40,500.00
		Subtotal	\$646,585.58	\$645,746.00	\$1,292,331.58

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$338,427.04	\$0.00	\$338,427.04
545-500387	I & R Contracts	2021	\$21,717.93	\$0.00	\$21,717.93
570-500928	Family Caregiver	2021	\$81,000.00	\$0.00	\$81,000.00
074-500589	Grants for P.A.& R.	2022	\$337,107.04	\$0.00	\$337,107.04
545-500387	I & R Contracts	2022	\$21,717.93	\$0.00	\$21,717.93
570-500928	Family Caregiver	2022	\$81,000.00	\$0.00	\$81,000.00
074-500589	Grants for P.A.& R.	2023	\$0.00	\$337,107.00	\$337,107.00
545-500387	I & R Contracts	2023	\$0.00	\$21,718.00	\$21,718.00
570-500928	Family Caregiver	2023	\$0.00	\$81,000.00	\$81,000.00
074-500589	Grants for P.A.& R.	2024	\$0.00	\$337,107.00	\$337,107.00
545-500387	I & R Contracts	2024	\$0.00	\$21,718.00	\$21,718.00
570-500928	Family Caregiver	2024	\$0.00	\$81,000.00	\$81,000.00
		Subtotal	\$880,969.94	\$879,650.00	\$1,760,619.94

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$470,055.81	\$0.00	\$470,055.81
545-500387	I & R Contracts	2021	\$31,747.40	\$0.00	\$31,747.40
570-500928	Family Caregiver	2021	\$67,500.00	\$0.00	\$67,500.00
074-500589	Grants for P.A.& R.	2022	\$468,735.81	\$59,427.00	\$528,162.81
545-500387	I & R Contracts	2022	\$31,747.40	\$0.00	\$31,747.40
570-500928	Family Caregiver	2022	\$67,500.00	\$0.00	\$67,500.00
074-500589	Grants for P.A.& R.	2023	\$0.00	\$468,736.00	\$468,736.00
545-500387	I & R Contracts	2023	\$0.00	\$31,747.00	\$31,747.00
570-500928	Family Caregiver	2023	\$0.00	\$67,500.00	\$67,500.00
074-500589	Grants for P.A.& R.	2024	\$0.00	\$468,736.00	\$468,736.00
545-500387	I & R Contracts	2024	\$0.00	\$31,747.00	\$31,747.00
570-500928	Family Caregiver	2024	\$0.00	\$67,500.00	\$67,500.00
		Subtotal	\$1,137,286.42	\$1,195,393.00	\$2,332,679.42

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$151,140.29	\$0.00	\$151,140.29
545-500387	I & R Contracts	2021	\$10,406.51	\$0.00	\$10,406.51
570-500928	Family Caregiver	2021	\$27,000.00	\$0.00	\$27,000.00
074-500589	Grants for P.A.& R.	2022	\$150,780.29	\$0.00	\$150,780.29
545-500387	I & R Contracts	2022	\$10,406.51	\$0.00	\$10,406.51
570-500928	Family Caregiver	2022	\$27,000.00	\$0.00	\$27,000.00
074-500589	Grants for P.A.& R.	2023	\$0.00	\$150,780.00	\$150,780.00
545-500387	I & R Contracts	2023	\$0.00	\$10,407.00	\$10,407.00

ServiceLink Aging and Disability Resource Center Services

570-500928	Family Caregiver	2023	\$0.00	\$27,000.00	\$27,000.00
074-500589	Grants for P.A. & R.	2024	\$0.00	\$150,780.00	\$150,780.00
545-500387	I & R Contracts	2024	\$0.00	\$10,407.00	\$10,407.00
570-500928	Family Caregiver	2024	\$0.00	\$27,000.00	\$27,000.00
	Subtotal		\$376,733.60	\$376,374.00	\$753,107.60

Total 9565	\$6,055,214.02	\$6,102,643.00	\$12,157,857.02
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05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT- (100% Federal Funds - SHIP Trainer - 3 Sources)

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$25,000.00	\$0.00	\$25,000.00
074-500589	Grants for P.A. & R.	2022	\$25,000.00	\$0.00	\$25,000.00
074-500589	Grants for P.A. & R.	2023	\$0.00	\$25,000.00	\$25,000.00
074-500589	Grants for P.A. & R.	2024	\$0.00	\$25,000.00	\$25,000.00
	Subtotal		\$50,000.00	\$50,000.00	\$100,000.00

Total 3317	\$50,000.00	\$50,000.00	\$100,000.00
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05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON (100% Federal Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Program Services	2023	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Program Services	2024	\$0.00	\$0.00	\$0.00
	Subtotal		\$87,585.00	\$0.00	\$87,585.00

Total 8920	\$87,585.00	\$0.00	\$87,585.00
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05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, (50% Federal Funds, 50% General Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
074-500589	Grants for P.A. & R.	2022	\$175,170.00	\$0.00	\$175,170.00
074-500589	Grants for P.A. & R.	2023	\$0.00	\$175,170.00	\$175,170.00
074-500589	Grants for P.A. & R.	2024	\$0.00	\$175,170.00	\$175,170.00
	Subtotal		\$262,755.00	\$350,340.00	\$613,095.00

Total 2164	\$262,755.00	\$350,340.00	\$613,095.00
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05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICES GRANTS (100% Federal Funds - SHIP Admin)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$4,002.00	\$0.00	\$4,002.00
	Subtotal		\$4,002.00	\$0.00	\$4,002.00

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$2,909.00	\$0.00	\$2,909.00
	Subtotal		\$2,909.00	\$0.00	\$2,909.00

ServiceLink Aging and Disability Resource Center Services

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$8,006.00	\$0.00	\$8,006.00
		Subtotal	\$8,006.00	\$0.00	\$8,006.00

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$9,828.00	\$0.00	\$9,828.00
		Subtotal	\$9,828.00	\$0.00	\$9,828.00

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$2,545.00	\$0.00	\$2,545.00
		Subtotal	\$2,545.00	\$0.00	\$2,545.00

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$3,998.00	\$0.00	\$3,998.00
		Subtotal	\$3,998.00	\$0.00	\$3,998.00

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$3,998.00	\$0.00	\$3,998.00
		Subtotal	\$3,998.00	\$0.00	\$3,998.00

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$1,088.00	\$0.00	\$1,088.00
		Subtotal	\$1,088.00	\$0.00	\$1,088.00

Total 8925			\$36,374.00	\$0.00	\$36,374.00
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05-95-48-481010-1917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS- ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, CARES ACT TITLE III GRANTS (100% Federal Funds)

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$0.00	\$0.00
074-500589	Grants for P.A.& R.	2022	\$15,000.00	\$0.00	\$15,000.00
074-500589	Grants for P.A.& R.	2023	\$0.00	\$0.00	\$0.00
074-500589	Grants for P.A.& R.	2024	\$0.00	\$0.00	\$0.00
		Subtotal	\$15,000.00	\$0.00	\$15,000.00

Total 1917			\$15,000.00	\$0.00	\$15,000.00
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05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS- ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, ARP TITLE III GRANTS (85% Federal Funds, 15% General Funds)

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$0.00	\$0.00
074-500589	Grants for P.A.& R.	2022	\$0.00	\$0.00	\$0.00
074-500589	Grants for P.A.& R.	2023	\$0.00	\$5,000.00	\$5,000.00
074-500589	Grants for P.A.& R.	2024	\$0.00	\$5,000.00	\$5,000.00
		Subtotal	\$0.00	\$0.00	\$0.00

Total 2638			\$0.00	\$10,000.00	\$10,000.00
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ServiceLink Aging and Disability Resource Center Services

Summary by Vendor by Year (OPTIONAL SERVICES SEPARATE)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$332,937.82	\$0.00	\$332,937.82
	2022	\$327,615.82	\$0.00	\$327,615.82
	2023	\$0.00	\$327,616.00	\$327,616.00
	2024	\$0.00	\$327,616.00	\$327,616.00
	Subtotal	\$660,553.64	\$655,232.00	\$1,315,785.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$224,246.72	\$0.00	\$224,246.72
	2022	\$220,377.72	\$0.00	\$220,377.72
	2023	\$0.00	\$220,378.00	\$220,378.00
	2024	\$0.00	\$220,378.00	\$220,378.00
	Subtotal	\$444,624.44	\$440,756.00	\$885,380.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$554,579.08	\$0.00	\$554,579.08
	2022	\$543,933.08	\$0.00	\$543,933.08
	2023	\$0.00	\$543,933.00	\$543,933.00
	2024	\$0.00	\$543,933.00	\$543,933.00
	Subtotal	\$1,098,512.16	\$1,087,866.00	\$2,186,378.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$423,880.62	\$0.00	\$423,880.62
	2022	\$410,812.62	\$0.00	\$410,812.62
	2023	\$0.00	\$410,813.00	\$410,813.00
	2024	\$0.00	\$410,813.00	\$410,813.00
	Subtotal	\$834,693.24	\$821,626.00	\$1,656,319.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$326,257.79	\$0.00	\$326,257.79
	2022	\$322,872.79	\$0.00	\$322,872.79
	2023	\$0.00	\$322,873.00	\$322,873.00
	2024	\$0.00	\$322,873.00	\$322,873.00
	Subtotal	\$649,130.58	\$645,746.00	\$1,294,876.58

Lakes Region Partnership for Public Health (Vendor # 165635)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$445,142.97	\$0.00	\$445,142.97
	2022	\$454,824.97	\$0.00	\$454,824.97
	2023	\$0.00	\$444,825.00	\$444,825.00
	2024	\$0.00	\$444,825.00	\$444,825.00
	Subtotal	\$899,967.94	\$889,650.00	\$1,789,617.94

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$573,301.21	\$0.00	\$573,301.21
	2022	\$567,983.21	\$59,427.00	\$627,410.21
	2023	\$0.00	\$567,983.00	\$567,983.00
	2024	\$0.00	\$567,983.00	\$567,983.00
	Subtotal	\$1,141,284.42	\$1,195,393.00	\$2,336,677.42

ServiceLink Aging and Disability Resource Center Services

Tri County Community Action Program, Inc. (Vendor # 177195)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$189,634.80	\$0.00	\$189,634.80
	2022	\$188,186.80	\$0.00	\$188,186.80
	2023	\$0.00	\$188,187.00	\$188,187.00
	2024	\$0.00	\$188,187.00	\$188,187.00
	Subtotal	\$377,821.60	\$376,374.00	\$754,195.60

Monadnock Collaborative (Vendor # 159303) OTHER SERVICES

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$25,000.00	\$0.00	\$25,000.00
	2022	\$25,000.00	\$0.00	\$25,000.00
	2023	\$0.00	\$25,000.00	\$25,000.00
	2024	\$0.00	\$25,000.00	\$25,000.00
	Subtotal	\$50,000.00	\$50,000.00	\$100,000.00

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278) OTHER SERVICES

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$175,170.00	\$0.00	\$175,170.00
	2022	\$175,170.00	\$0.00	\$175,170.00
	2023	\$0.00	\$175,170.00	\$175,170.00
	2024	\$0.00	\$175,170.00	\$175,170.00
	Subtotal	\$350,340.00	\$350,340.00	\$700,680.00

Grand Total SFY21	2021	\$3,270,151.01	\$0.00	\$3,270,151.01
Grand Total SFY22	2022	\$3,236,777.01	\$59,427.00	\$3,296,204.01
Grand Total SFY23	2023	\$0.00	\$3,226,778.00	\$3,226,778.00
Grand Total SFY24	2024	\$0.00	\$3,226,778.00	\$3,226,778.00
Total Contract		\$6,506,928.02	\$6,512,983.00	\$13,019,911.02

Note: "Grants for P.A.& R." = Grants for Public Assistance and Relief

ACCOUNTING UNIT SUMMARY

**05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$2,464,788.01	\$0.00	\$2,464,788.01
545-500387	I & R Contracts	2021	\$150,819.00	\$0.00	\$150,819.00
570-500928	Family Caregiver	2021	\$418,000.00	\$0.00	\$418,000.00
074-500589	Grants for P.A.& R.	2022	\$2,452,788.01	\$59,427.00	\$2,512,215.01
545-500387	I & R Contracts	2022	\$150,819.00	\$0.00	\$150,819.00
570-500928	Family Caregiver	2022	\$418,000.00	\$0.00	\$418,000.00
074-500589	Grants for P.A.& R.	2023	\$0.00	\$2,452,789.00	\$2,452,789.00
545-500387	I & R Contracts	2023	\$0.00	\$150,819.00	\$150,819.00
570-500928	Family Caregiver	2023	\$0.00	\$418,000.00	\$418,000.00
074-500589	Grants for P.A.& R.	2024	\$0.00	\$2,452,789.00	\$2,452,789.00
545-500387	I & R Contracts	2024	\$0.00	\$150,819.00	\$150,819.00
570-500928	Family Caregiver	2024	\$0.00	\$418,000.00	\$418,000.00
		Subtotal	\$6,055,214.02	\$6,102,643.00	\$12,157,857.02

**05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: ELDERLY AND ADULT SERVICES, GRANT'S TO LOCALS, ADMIN ON AGING SVCS GRANT-SMPP
(100% Federal Funds - SHIP Trainer - 3 Sources)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$25,000.00	\$0.00	\$25,000.00
074-500589	Grants for P.A.& R.	2022	\$25,000.00	\$0.00	\$25,000.00
074-500589	Grants for P.A.& R.	2023	\$0.00	\$25,000.00	\$25,000.00
074-500589	Grants for P.A.& R.	2024	\$0.00	\$25,000.00	\$25,000.00
		Subtotal	\$50,000.00	\$50,000.00	\$100,000.00

ServiceLink Aging and Disability Resource Center Services

**05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON
(50% Federal Funds, 50% General Funds)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Program Services	2023	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Program Services	2024	\$0.00	\$0.00	\$0.00
		Subtotal	\$87,585.00	\$0.00	\$87,585.00

**05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: ELDERLY AND ADULT SERVICES, CFI ELIGIBILITY
(50% Federal Funds, 50% General Funds)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
074-500589	Grants for P.A.& R.	2022	\$175,170.00	\$0.00	\$175,170.00
074-500589	Grants for P.A.& R.	2023	\$0.00	\$175,170.00	\$175,170.00
074-500589	Grants for P.A.& R.	2024	\$0.00	\$175,170.00	\$175,170.00
		Subtotal	\$262,755.00	\$350,340.00	\$613,095.00

**05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICES GRANTS
(100% Federal Funds - SHIP Admin)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$36,374.00	\$0.00	\$36,374.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Program Services	2023	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Program Services	2024	\$0.00	\$0.00	\$0.00
		Subtotal	\$36,374.00	\$0.00	\$36,374.00

**05-95-48-481010-1917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: DLTSS- ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, CARES ACT TITLE III GRANTS
(100% Federal Funds)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$0.00	\$0.00
074-500589	Grants for P.A.& R.	2022	\$15,000.00	\$0.00	\$15,000.00
074-500589	Grants for P.A.& R.	2023	\$0.00	\$0.00	\$0.00
074-500589	Grants for P.A.& R.	2024	\$0.00	\$0.00	\$0.00
		Subtotal	\$15,000.00	\$0.00	\$15,000.00

**05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-
ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, ARP TITLE III GRANTS
(85% Federal Funds, 15% General Funds)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
540-500382	SS Contracts	2021	\$0.00	\$0.00	\$0.00
540-500382	SS Contracts	2022	\$0.00	\$0.00	\$0.00
540-500382	SS Contracts	2023	\$0.00	\$5,000.00	\$5,000.00
540-500382	SS Contracts	2024	\$0.00	\$5,000.00	\$5,000.00
		Subtotal	\$0.00	\$10,000.00	\$10,000.00

Grand Total SFY21	2021	\$3,270,151.01	\$0.00	\$3,270,151.01
Grand Total SFY22	2022	\$3,236,777.01	\$59,427.00	\$3,296,204.01
Grand Total SFY23	2023	\$0.00	\$3,226,778.00	\$3,226,778.00
Grand Total SFY24	2024	\$0.00	\$3,226,778.00	\$3,226,778.00
Total Contract		\$6,506,928.02	\$6,512,983.00	\$13,019,911.02

Note: "Grants for P.A.& R." = Grants for Public Assistance and Relief

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

This Amendment to the ServiceLink Aging and Disability Resource Center Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Behavioral Health & Developmental Services of Strafford County, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 20, 2020, (Item #18), as amended with Governor approval on December 30, 2020 and presented to the Executive Council on February 17, 2021 (Informational Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.2, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$3,772,438.60
3. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B Amendment #2, Scope of Services in order to correct various scrivener's errors and align scope with necessary services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, Section 1 to read:
 1. This Agreement is funded by:
 - 1.1. 57.23%, Federal Funds as follows:
 - 1.1.1. 2.78% United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667), FAIN: 2101NHSOSR.
 - 1.1.2. 9.63% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 21AANHT3FC.
 - 1.1.3. 27.82% United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID.
 - 1.1.4. 6.75% United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03.
 - 1.1.5. 6.89% United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-04.

Behavioral Health & Developmental Services of Strafford County, Inc.

Contractor Initials

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A-S-1.2

RFA-2021-DLTSS-08-SERVI-01-A02

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Date 5/6/2022

- 1.1.6. 2.50% United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00.
 - 1.1.7. 0.67% United States Department of Health and Human Services, Money Follows the Person Rebalancing Demonstration, (CFDA #93.791), FAIN 1LICMS300148-01-10.
 - 1.1.8. 0.12% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services, (ALN# 93.044), FAIN 2001NHSSC3, CARES ACT Title III.
 - 1.1.9. 0.07% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services, (ALN# 93.044), FAIN 2101NHSSC6, American Rescue Plan Title III-B.
- 1.2 42.77% General funds.
5. Modify Exhibit C, Payment Terms, Section 3, to read:
- 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 budget line item, as specified in Exhibits C-1 Amendment #1, Budget through Exhibit C-4 Amendment #2, Budget.
6. Modify Exhibit C, Payment Terms, Section 4, to read:
- 4. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
 - 4.1. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 4.2. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.3. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
7. Modify Exhibit C, Payment Terms, Section 12, Subsection 12.1, to update the introductory language only as specified in Subsection 12.1 with no changes to Paragraphs 12.1.1 through 12.1.3, to read:
- 12.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
8. Add Exhibit C-3 Amendment #2 Budget, which is attached hereto and incorporated by reference herein.
9. Add Exhibit C-4 Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

5/6/2022

Date

DocuSigned by:
Melissa Hardy

Name: Melissa Hardy
Title: Director, DLTSS

Behavioral Health & Developmental Services of Strafford
County, Inc.

5/6/2022

Date

DocuSigned by:
Wayne Goss

Name: Wayne Goss
Title: President

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

OFFICE OF THE ATTORNEY GENERAL

5/9/2022

Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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 meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in Strafford County and Rockingham County.
- 1.5. The Contractor shall provide Medicaid Eligibility Coordinator services statewide.
- 1.6. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.6.1. Serve as a highly visible and trusted place for New Hampshire residents of all ages and income limits to receive objective and unbiased information on a full range of long term care supports and services.
 - 1.6.2. Promote awareness of the various options available to people in their community.
 - 1.6.3. Refer individuals to needed services.
 - 1.6.4. Provide person-centered one-on-one assistance and decision support to individuals.
 - 1.6.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.

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**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 1.6.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.
- 1.6.7. Serve all adults regardless of physical, intellectual or developmental disability or mental illness.
- 1.6.8. Provide information regarding community-based long-term supports and services.
- 1.6.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.

2. Statement of Work

2.1. ServiceLink Administrative Requirements

- 2.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice, and methods of services. The Contractor shall:
 - 2.1.1.1. Operate as an independent program.
 - 2.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
 - 2.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.
 - 2.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.
- 2.1.2. The Contractor shall occupy an independent office space that, at a minimum:
 - 2.1.2.1. Is an easily accessible area and location.
 - 2.1.2.2. Meets all applicable state and local building rules and ordinances.
 - 2.1.2.3. Has sufficient space that includes, but is not limited to:
 - 2.1.2.3.1. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.
 - 2.1.2.3.2. A confidential meeting room to accommodate a minimum of three (3) individuals.
 - 2.1.2.4. Has barrier-free/handicap access.

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**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 2.1.2.5. Has appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:
 - 2.1.2.5.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.
 - 2.1.2.5.2. The New Hampshire Department of Military Affairs and Veterans Services.
- 2.1.2.6. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.4.2.1. Scheduling meetings.
 - 2.1.4.2.2. Inviting participants.
 - 2.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.4.2.5. Recording minutes from each meeting.

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- 2.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) business days after each meeting.
- 2.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, which may include, but are not limited to:
 - 2.1.4.3.1. State or regional hospitals.
 - 2.1.4.3.2. Senior centers.
 - 2.1.4.3.3. Physician practices.
 - 2.1.4.3.4. Home health agencies.
 - 2.1.4.3.5. Community mental health centers.
 - 2.1.4.3.6. Municipal health and welfare providers.
 - 2.1.4.3.7. Brain Injury Associations.
 - 2.1.4.3.8. Centers for Independent Living.
 - 2.1.4.3.9. Department of Military Affairs and Veteran Services.
 - 2.1.4.3.10. Adult Protective Services.
 - 2.1.4.3.11. Information and referral/2-1-1 programs.
 - 2.1.4.3.12. Regional Public Health Networks.
 - 2.1.4.3.13. Other community-based organizations.
- 2.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
- 2.1.5. The Contractor shall utilize the Refer/Navigate database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.2. Quality Assurance
 - 2.2.1. The Contractor shall develop and implement a locally-based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:
 - 2.2.1.1. Meet the needs of individuals;
 - 2.2.1.2. Are sustained throughout the geographic area; and
 - 2.2.1.3. Produce measurable results.

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2.2.2. The Contractor shall conduct consumer satisfaction surveys on an ongoing basis to measure consumer satisfaction with delivered services. The Contractor shall:

- 2.2.2.1. Utilize the Department's approved survey tool;
- 2.2.2.2. Distribute the survey to consumers as directed by the Department;
- 2.2.2.3. Collect completed surveys, as applicable; and
- 2.2.2.4. Enter each completed survey into an online database as directed by the Department.

2.3. Outreach and Education

2.3.1 The Contractor shall deliver outreach and education services to promote ServiceLink services.

2.3.2 The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.

2.3.3 The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.

2.3.4 The Contractor shall expand outreach in order to establish a consistent and continuous presence with service providers including, but not limited to:

- 2.3.4.1 Faith Based Communities and/or Parish Nurses.
- 2.3.4.2 The Social Security Administration.
- 2.3.4.3 Low income housing sites.
- 2.3.4.4 Senior Centers.

2.3.5 The Contractor shall implement the Department-approved outreach and marketing plan which includes, but is not limited to:

- 2.3.5.1 A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.
- 2.3.5.2 Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers,

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advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.

2.3.5.3 Strategies to assess the effectiveness of outreach and marketing activities.

2.3.5.4 Feedback loops to monitor and modify outreach and marketing activities as needed.

2.4 Training

2.4.1 The Contractor shall ensure all staff, including but not limited to the site manager, receive training within one (1) year of hire, that includes, but is not limited to:

2.4.1.1 Outreach and education trainings.

2.4.1.2 Person-Centered Options Counseling training.

2.4.1.3 Safeguarding the confidentiality of all clients, as required by state and federal laws.

2.4.1.4 Alliance of Information and Referral Standards (AIRS) Certification training.

2.4.1.5 SHIP/SMP Certification through the attendance of a Medicare 101 training, or be fully SHIP-certified if the staff member is a SHIP counselor.

2.4.1.6 SMP Foundations training.

2.5 Information & Referral/Assistance Plan and Person-Centered Options Counseling

2.5.1 The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:

2.5.1.1 A description of all systematic processes to ensure consistent delivery of services.

2.5.1.2 All services and resources available to the population of the geographic region.

2.5.2 The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.

2.5.3 The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer/Navigate Manual, and as amended.



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
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- 2.5.4 The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).
- 2.5.5 The Contractor shall utilize the Refer/Navigate database to provide the most current information available to clients.
- 2.5.6 The Contractor shall provide the Refer/Navigate Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer/Navigate Manual, and as amended.
- 2.5.7 The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
- 2.6 Specialized Care Transition Counseling and Support Services
 - 2.6.1 The Contractor shall assist individuals, regardless of income, with avoiding unnecessary placements in institutional settings including, but not limited to nursing homes, rehabilitation facilities, and transitional housing settings.
 - 2.6.2 The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.
 - 2.6.3 The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:
 - 2.6.3.1 Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.
 - 2.6.3.2 Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contractor shall:
 - 2.6.3.2.1 Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems;
 - 2.6.3.2.2 Establish a process for identifying individuals and caregivers in need of transition support services;

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- 2.6.3.2.3 Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, and coordination;
- 2.6.3.2.4 Perform consultation services for hospital staff regarding available LTSS in the community;
- 2.6.3.2.5 Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations;
- 2.6.3.3 Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services.
- 2.6.3.4 Engaging individuals while they are in an acute care setting in order to assist with transitioning to home and community-based settings, which includes, but is not limited to:
 - 2.6.3.4.1 Facilitating the coordination of services and supports needed for transition; and
 - 2.6.3.4.2 Providing individuals with a safe and secure setting.
- 2.6.3.5 Assisting in the prevention of hospital readmission.
- 2.6.4 The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include, but are not limited to:
 - 2.6.4.1 Hospital and nursing home discharge planning meetings.
 - 2.6.4.2 Meetings with individuals and family members according to their preferences and goals for transition.
 - 2.6.4.3 Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.6.4.4 Documenting contacts on behalf of transitioning individuals in the Refer/Navigate database.
 - 2.6.4.5 Developing transition plans for clients and assisting individuals with finding and accessing home and 

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community-based services according to the transition plan:

- 2.7 Long Term Supports and Services (LTSS) Eligibility Determination Services
 - 2.7.1 The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.
 - 2.7.2 The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:
 - 2.7.2.1 Assisting individuals with determining appropriate payment and delivery of services.
 - 2.7.2.2 Providing individuals with financial assessment, as applicable.
 - 2.7.2.3 Assisting clients with accessing community-based LTSS programs.
 - 2.7.2.4 Developing processes for accessing public LTSS programs.
 - 2.7.2.5 Ensuring eligibility documents are completed and submitted to the Department.
 - 2.7.2.6 Collaborating with the Department to assess and determine client eligibility.
 - 2.7.2.7 Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.
 - 2.7.2.8 Ensuring staff have access to and training on systems necessary to determine eligibility for services.
 - 2.7.2.9 Providing additional Person-Centered Options Counseling to individuals determined ineligible for LTSS, as appropriate.
 - 2.7.2.10 Participating in Department trainings on screening protocols that facilitate the financial eligibility process.
 - 2.7.2.11 Complying with Department policies and procedures regarding the Medicaid eligibility determination process.
 - 2.7.3 The Contractor shall collaborate with State and community programs, which may include, but are not limited to, the NH Caregiver Program, home-delivered meals, congregate meals, and in-home care services, which may serve Medicare beneficiaries across New Hampshire to

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determine program eligibility for individuals seeking services, to facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education on Medicare and other community-based programs.

2.8 Specialty Program Services

2.8.1 Family Caregiver Support Program Services

2.8.1.1 The Contractor shall ensure staff maintain knowledge of current community resources.

2.8.1.2 The Contractor shall ensure :

2.8.1.2.1 A minimum of one (1) staff member is trained as a class leader in an evidence-based curriculum for caregivers, such as Powerful Tools for Caregivers (PTC); or

2.8.1.2.2 A minimum of two (2) individuals in the geographic area are trained in an evidenced-based curriculum for caregivers such as the PTC curriculum.

2.8.1.3 The Contractor shall facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training or other evidenced-based curriculum for caregivers to a minimum of five (5) caregivers on an annual basis.

2.8.1.4 The Contractor shall facilitate caregiver support groups, as needed.

2.8.1.5 The Contractor shall collaborate with other caregiver support service agencies within the geographic area.

2.8.1.6 The Contractor shall ensure staff attend the Department's Family Caregiver Support Program meetings.

2.8.1.7 The Contractor shall conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population on an annual basis.

2.8.1.8 The Contractor shall monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.

2.8.1.9 The Contractor shall participate in an annual program review, as determined by the Department.

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- 2.8.1.10 The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.8.1.11 The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.8.1.12 The Contractor shall provide a minimum of bimonthly contact with the caregivers they support.
- 2.8.1.13 The Contractor shall ensure all new staff who administer the NH Family Caregiver Support Program are:
 - 2.8.1.13.1 Trained by a BEAS Designee; and
 - 2.8.1.13.2 Monitored for progress within Program, including, but not limited to, remaining current on all Family Caregiver Support Program services, policies and procedures.
- 2.8.1.14 The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.8.1.15 The Contractor shall provide copies of approved service plans and budgets to the Department's Financial Management contractor.
- 2.8.1.16 The Contractor shall comply with the Department policies and procedures relative to fiscal management for bill paying and employer of record services.
- 2.8.2 State Health Insurance Program (SHIP) Assistance
 - 2.8.2.1 The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
 - 2.8.2.2 The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through SHIP.
 - 2.8.2.3 The Contractor shall provide personalized counseling services.
 - 2.8.2.4 The Contractor shall provide targeted community outreach in order to:
 - 2.8.2.4.1 Increase consumer understanding of Medicare program benefits.

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- 2.8.2.4.2 Raise awareness of the opportunities for assistance with benefit and plan selection.
- 2.8.2.5 The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
 - 2.8.2.5.1 Assisting individuals with enrolling in appropriate benefit plans.
 - 2.8.2.5.2 Providing continued enrollment assistance in Medicare prescription drug coverage.
- 2.8.2.6 The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.
- 2.8.2.7 The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently; SHIP Training and Reporting System (STARS).
- 2.8.3 Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services
 - 2.8.3.1 The Contractor shall educate the public on topics that include, but are not limited to:
 - 2.8.3.1.1 Part D prescription drugs in rural areas;
 - 2.8.3.1.2 Medicare preventative services; and
 - 2.8.3.1.3 Medicare cost savings, including low income subsidy and Medicare savings program.
 - 2.8.3.2 The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses, as well as awareness of Medicare preventive services, by distributing promotional materials developed by CMS, ACL and the Department.
 - 2.8.3.3 The Contractor shall implement a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month, which includes, but is not limited to:

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- 2.8.3.3.1 Mailing introductory letters regarding the program to agencies which may include, but are not limited to:
 - 2.8.3.3.1.1 Town offices.
 - 2.8.3.3.1.2 Housing sites.
 - 2.8.3.3.1.3 Home health agencies.
 - 2.8.3.3.1.4 Faith-based Communities and parish nurses.
 - 2.8.3.3.1.5 Public libraries.
 - 2.8.3.3.1.6 Fuel assistance agencies.
 - 2.8.3.3.1.7 Hospital public affairs managers.
 - 2.8.3.3.1.8 Pharmacies.
 - 2.8.3.3.1.9 Medical practices.
 - 2.8.3.3.1.10 Other community partners.
- 2.8.3.3.2 Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic are served.
- 2.8.3.3.3 Drafting scripts for radio, newspapers, and public service announcements with Department approval prior to publication;.
- 2.8.3.3.4 Purchasing media in the local area.
- 2.8.3.4 The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
- 2.8.4 Senior Medicare Patrol (SMP) Services
 - 2.8.4.1 The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals receiving Medicare.
 - 2.8.4.2 The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines; web-based

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- strategies through local and statewide media channels; and education outreach planning.
- 2.8.4.3 The Contractor shall provide beneficiary education and inquiry resolution of health care billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded Medicare awareness and coverage.
- 2.8.4.4 The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
- 2.8.4.5 The Contractor shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
- 2.8.4.6 The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services through expanded partnerships and a network of trained volunteers.
- 2.8.4.7 The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
- 2.8.4.8 The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information; detect payment errors; and report questionable Medicare billing situations.
- 2.8.5 Veteran Directed Care (VDC)
- 2.8.5.1 The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VDC Program staffing requirements and procedures.
- 2.8.5.2 The Contractor shall collaborate with and accept referrals from:
- 2.8.5.2.1 The White River Junction Veterans Affairs Medical Center.
- 2.8.5.2.2 The Manchester Veterans Affairs Medical Center.
- 2.8.5.3 The Contractor shall contact veterans referred to the VDC program by telephone, email, or other recognized means

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of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.

- 2.8.5.4 The Contractor shall assist veterans with determining the most appropriate services that will meet their needs.
- 2.8.5.5 The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
- 2.8.5.6 The Contractor shall assist veterans with meeting LTSS needs, including but not limited to, identifying a backup plans of support.
- 2.8.5.7 The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
- 2.8.5.8 The Contractor shall monitor veterans' budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.
- 2.8.5.9 The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.
- 2.8.5.10 The Contractor shall comply with staff training requirements to provide the VDC and Financial Management Services, as applicable.
- 2.8.5.11 The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:
 - 2.8.5.11.1 Monthly VDC calls.
 - 2.8.5.11.2 VDC sponsored trainings.
 - 2.8.5.11.3 VDC sponsored webinars.
- 2.8.5.12 The Contractor shall participate in VAMC quarterly program meetings.
- 2.8.5.13 The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.

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2.8.6 Bureau of Housing Services Assessments

2.8.6.1 The Contractor shall complete the Person-Centered Planning assessment with clients referred from the Bureau of Housing Services (BHS), at the direction of BHS, only so long as funding related to the BHS-Medicaid 1915i waiver is available to reimburse for the assistance provided.

2.9 Medicaid Eligibility Coordinator Services

2.9.1 The Contractor shall ensure Medicaid Eligibility Coordinators provide guidance and support to individuals who are potentially eligible for Medicaid-funded Long Term Community-Based Supports and Services (LTCSS). The Contractor shall:

2.9.1.1 Initiate the application process in compliance with LTCSS operating procedures.

2.9.1.2 Contact individuals who are potentially eligible for services to:

2.9.1.2.1 Obtain eligibility determination information.

2.9.1.2.2 Coordinate the completion of the financial, medical and functional assessments using a person-centered approach.

2.9.1.3 Communicate directly with individuals, family members, and other supportive people to initiate involvement with community-based agencies and to assist with the Medicaid eligibility process.

2.9.1.4 Conduct weekly monitoring of the New HEIGHTS database to ensure:

2.9.1.4.1 Cases are updated;

2.9.1.4.2 Authorized Representatives for individuals are identified; and

2.9.1.4.3 Department notices are being sent to the person(s) indicated.

2.9.1.5 Provide consultation, technical and problem-solving assistance to individuals in the completion of Medicaid applications.

2.9.1.6 Coordinate the collection of necessary functional, medical and financial documentation required for eligibility determination.

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- 2.9.1.7 Coordinate the scheduling of medical, financial, or assessment-related appointments for the purpose of eligibility determination.
 - 2.9.1.8 Following up with individuals to provide appointment reminders.
 - 2.9.2 The Contractor shall ensure Medicaid Eligibility Coordinators participate in monthly evaluation meetings to comment and share observations regarding the No Wrong Door System and its partners, and to identify global policy change.
 - 2.9.3 The Contractor shall ensure each Medicaid Eligibility Coordinator maintains contact with the Department's Bureau of Family Assistance, as instructed by the Department.
 - 2.9.4 The Contractor shall maintain a record of each individual to which they provide support and of each individual in need of follow-up contact and support.
 - 2.9.5 The Contractor shall conduct follow-up appointment reminders with 100% of individuals scheduled for appointments.
- 3 Performance Measures and Reporting Requirements**
- 3.3 The Contractor shall report on data collected in the Refer/Navigate system to the Department in a Department approved format, as requested.
 - 3.4 The Contractor shall provide quarterly narrative reports regarding community partnerships and outreach as outlined by the Department.
 - 3.5 The Contractor shall maintain a record of completed staff training and education, including Medicare training, to be made available to the Department upon request.
 - 3.6 The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging and agrees to enter all needed data in the database accurately and timely.
 - 3.7 The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department, which must include, but is not limited to:
 - 3.7.1 A customized report on number of staff trained in Powerful Tools for Caregivers curriculum or other evidenced-based curriculum for caregivers.
 - 3.7.2 Number of Powerful Tools for Caregivers or other evidenced-based training session for caregivers coordinated and/or conducted annually.

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- 3.7.3 Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers or other evidenced-based curriculum for caregiver trainings.
- 3.7.4 Expenditures and expenses for outreach activities.
- 3.7.5 Average annual income of caregivers including, but not limited to, those who:
 - 3.7.5.1 Receive grants;
 - 3.7.5.2 Receive training;
 - 3.7.5.3 Receive I & R supports;
 - 3.7.5.4 Receive counseling; or
 - 3.7.5.5 Participate in support groups.
- 3.8 The Contractor shall report on the following ACL performance measures on the SHIP/STARS Beneficiary Forms:
 - 3.8.1 Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.
 - 3.8.2 Contacts with Medicare beneficiaries under 65 – Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.
 - 3.8.3 Hard-to-Reach Contacts – Percentage of Low-income, rural, and non-native English contacts per total “hard-to-reach” Medicare beneficiaries in the State.
 - 3.8.4 Enrollment Contacts – Percentage of unduplicated enrollment contacts with one or more qualifying enrollment topics discussed per total Medicare beneficiaries in the State.
- 3.9 The Contractor shall report on the following ACL performance measures on the Monthly Outreach and Activities (AKA the Check and Balance) reports due to the Department by the 15th of each month for the prior month:
 - 3.9.1 Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.
 - 3.9.2 Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services.
 - 3.9.3 The number of individuals provided with education about: LIS, MSP, and Medicare prescription drug coverage in rural areas.

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- 3.10 The Contractor shall demonstrate partnerships and evaluate effectiveness and lessons learned in the Quarterly SHIP and SMP progress reports.
- 3.11 The Contractor shall effectively advertise, promote, and conduct SHIP, MIPPA, and/or SMP educational outreach and/or enrollment event activities at a minimum of one (1) time per month.

4 Staffing

- 4.3 The Contractor shall ensure staff follow the National Association of Social Workers' Code of Ethics.
- 4.4 The Contractor shall provide staff as follows:
 - 4.4.1 One (1) full-time equivalent (FTE) Program Manager.
 - 4.4.2 Staff with the proper trainings and certifications to provide Information & Referral/Assistance (I&R/A) services; Person-Centered Options Counseling; and Person-Centered Transition Support.
 - 4.4.3 Staff for the NH Family Caregiver Program at no less than 1.25 full-time equivalent (FTE) for Rockingham County and .5 FTE for Strafford County.
 - 4.4.4 Staff for the SHIP, SMP, and MIPPA services at no less than 2.25 FTE for Rockingham County and .75 FTE for Strafford County.
 - 4.4.5 A minimum of two (2) FTE Medicaid Eligibility Coordinators to assist the Department with providing streamlined eligibility for LTSS.
- 4.5 Criminal Background Check and BEAS State Registry Checks
 - 4.5.1 The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
 - 4.5.1.1 A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
 - 4.5.1.2 A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
 - 4.5.1.3 A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

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4.5.2 The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the selected Vendor. The BEAS State Registry check must be provided to the Department upon request by the Department.

5 Exhibits Incorporated

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

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

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

6 Additional Terms

6.3 Impacts Resulting from Court Orders or Legislative Changes

6.3.1 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.

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

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

6.5 Credits and Copyright Ownership

6.5.1 All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement: "The

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

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

- 6.5.2 All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 6.5.3 The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 6.5.3.1 Brochures.
 - 6.5.3.2 Resource directories.
 - 6.5.3.3 Protocols or guidelines.
 - 6.5.3.4 Posters.
 - 6.5.3.5 Reports.
- 6.5.4 The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

6.6 Operation of Facilities: Compliance with Laws and Regulations

- 6.6.1 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 Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6.7 Eligibility Determinations

- 6.7.1 If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

- 6.7.2 Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 6.7.3 In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 6.7.4 The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

7 Records

- 7.3 The Contractor shall keep records that include, but are not limited to:
 - 7.3.1 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.
 - 7.3.2 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.
 - 7.3.3 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.

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**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 7.3.4 Medical records on each patient/recipient of services.
- 7.4 During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>Behavioral Health & Developmental Services of Strafford County, Inc.</u> Budget Request for: <u>ServiceLink Aging and Disability Resource Center Services</u> Budget Period <u>7/1/2022-6/30/2023</u> Indirect Cost Rate (if applicable) <u>10.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$496,410.00
2. Fringe Benefits	\$223,384.50
3. Consultants	\$0.00
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0.00
5.(a) Supplies - Educational	\$0.00
5.(b) Supplies - Lab	\$0.00
5.(c) Supplies - Pharmacy	\$0.00
5.(d) Supplies - Medical	\$0.00
5.(e) Supplies Office	\$9,098.50
6. Travel	\$4,000.00
7. Software	\$0.00
8. (a) Other - Marketing/Communications	\$0.00
8. (b) Other - Education and Training	\$1,150.00
8. (c) Other - Other (specify below)	
<i>Other - Telephone</i>	\$19,240.00
<i>Other Occupancy</i>	\$97,000.00
<i>Other Postage</i>	\$3,800.00
<i>Other (please specify)</i>	\$0.00
9. Subrecipient Contracts	\$0.00
Total Direct Costs	\$854,083.00
Total Indirect Costs	\$85,398.00
TOTAL	\$939,481.00

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Contractor Initials

Date 5/6/2022

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <i>Behavioral Health & Developmental Services of Strafford County, Inc.</i> Budget Request for: <i>ServiceLink Aging and Disability Resource Center Services</i> Budget Period <i>7/1/2023-6/30/2024</i> Indirect Cost Rate (if applicable) <i>10.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$496,410.00
2. Fringe Benefits	\$223,384.50
3. Consultants	\$0.00
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5.(b) Supplies - Lab	\$0.00
5.(c) Supplies - Pharmacy	\$0.00
5.(d) Supplies - Medical	\$0.00
5.(e) Supplies Office	\$9,098.50
6. Travel	\$4,000.00
7. Software	\$0.00
8. (a) Other - Marketing/Communications	\$0.00
8. (b) Other - Education and Training	\$1,150.00
8. (c) Other - Other (specify below)	
<i>Other - Telephone</i>	\$19,240.00
<i>Other Occupancy</i>	\$97,000.00
<i>Other Postage</i>	\$3,800.00
<i>Other (please specify)</i>	\$0.00
9. Subrecipient Contracts	\$0.00
Total Direct Costs	\$854,083.00
Total Indirect Costs	\$85,398.00
TOTAL	\$939,481.00

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Contractor Initials

Date 5/6/2022

State of New Hampshire

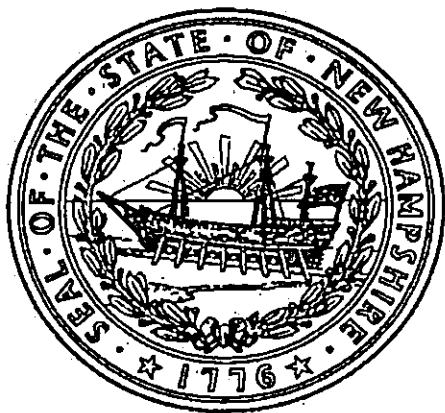
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 24, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 62273

Certificate Number: 0005748185



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2022.

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

William M. Gardner
Secretary of State

State of New Hampshire

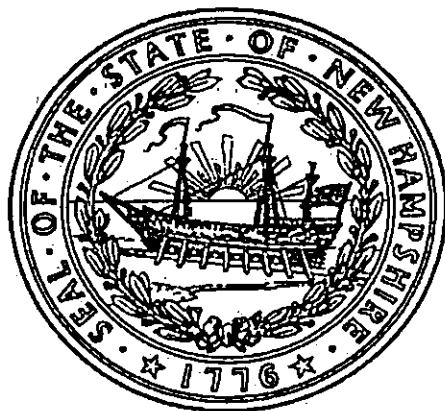
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY PARTNERS OF STRAFFORD COUNTY FOUNDATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 27, 2005. 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: 536294

Certificate Number: 0005748187



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2022.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Gary Gletow, 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 Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners.
(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 5/3, 2022 at which a quorum of the Directors/shareholders were present and voting.
(Date)

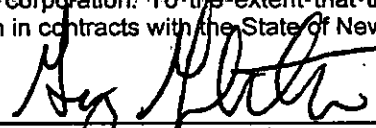
VOTED: That Wayne Goss, President (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners 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: 5/4/22



Signature of Elected Officer
Name: Gary Gletow
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2022

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Michele Palmer PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C. No): (803) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Philadelphia Indemnity Ins Co NAIC # 18058	
INSURER B: Granite State Health Care and Human Services Self-	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 21-22 All w/ D&O **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional Liability			PHPK2344136	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000 Professional Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2344141	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB791337	11/01/2021	11/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	HCHS2022000027 (3a.) NH	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Directors & Officers Liability			PHSD1670913	11/01/2021	11/01/2022	Limit \$5,000,000 Deductible \$35,000

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

CERTIFICATE HOLDER State of NH; Department of Health & Human Services 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



113 Crosby Road
Suite 1
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-3244

50 Chestnut Street
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-1850

25 Old Dover Road
Rochester, NH 03867
(603) 516-9300
Fax: (603) 335-9278

A United Way
Partner Agency



Mission: Community Partners connects our clients and their families to the opportunities and possibilities for full participation in their communities.

Vision: We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

We strive to be an organization that consistently delivers outstanding services and supports that are person-focused and dedicated to full participation in communities.

We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

We are committed to evidence-based and outcome-driven practices.

We will invest in our staff to further professional development and foster an environment of innovation.

Community Partners

Behavioral Health & Developmental Services of Strafford County, Inc.



CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2021 and 2020

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2021 and 2020, and the related consolidated statements of activities, functional revenue and expenses without donor restrictions, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated 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 consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated 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 Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries
Page 2

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization as of June 30, 2021 and 2020, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Other Matters

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating statements of financial position and consolidating statements of activities are presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, in 2021 the Organization adopted Financial Accounting Standards Board Accounting Standards Update No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), and related guidance. Our opinion is not modified with respect to this matter.

Berry Dawn McNeil & Parker, LLC

Manchester, New Hampshire
November 4, 2021

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Financial Position

June 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
ASSETS		
Cash and cash equivalents	\$ 6,897,442	\$ 6,801,286
Restricted cash	112,592	112,525
Accounts receivable, net	2,797,374	2,092,725
Grants receivable	299,756	591,940
Prepaid expenses	460,431	485,267
Property and equipment, net	<u>2,492,164</u>	<u>2,231,627</u>
Total assets	<u>\$13,059,759</u>	<u>\$12,315,370</u>
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued liabilities	\$ 2,055,823	\$ 2,842,555
Paycheck Protection Program (PPP) funding	3,375,000	3,375,000
Estimated third-party liability	1,206,028	1,031,569
Operating lease payable	98,894	72,230
Loan fund	89,629	89,562
Notes payable	<u>553,729</u>	<u>784,036</u>
Total liabilities	<u>7,379,103</u>	<u>8,194,952</u>
Net assets		
Without donor restrictions	5,600,644	4,018,670
With donor restrictions	<u>80,012</u>	<u>101,748</u>
Total net assets	<u>5,680,656</u>	<u>4,120,418</u>
Total liabilities and net assets	<u>\$13,059,759</u>	<u>\$12,315,370</u>

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Activities

Years Ended June 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Changes in net assets without donor restrictions		
Public support and revenue		
Medicaid revenue	\$34,521,525	\$31,378,211
Medicare revenue	304,321	175,540
Client resources	2,081,203	2,176,062
Contract revenue	3,014,955	1,632,156
Grant income	2,369,938	1,700,264
Interest income	21,309	37,074
Other program revenue	44,650	1,340,942
Public support	125,308	119,432
Other revenue	<u>921,198</u>	<u>736,918</u>
Total public support and revenue	43,404,407	39,296,599
Net assets released from restrictions	<u>59,689</u>	-
Total public support, revenue, and releases	<u>43,464,096</u>	<u>39,296,599</u>
Expenses		
Program services		
Case management	1,107,522	1,040,686
Day programs and community support	4,770,513	5,160,769
Early support services and youth and family	4,555,661	4,513,949
Family support	646,820	643,257
Residential services	14,833,402	12,328,472
Consolidated services	4,621,721	4,023,490
Adult services	2,601,108	2,899,359
Emergency services	679,164	660,072
Other	<u>4,279,398</u>	<u>3,730,957</u>
Total program expenses	38,095,309	35,001,011
Supporting services		
General management	<u>3,786,813</u>	<u>3,509,129</u>
Total expenses	<u>41,882,122</u>	<u>38,510,140</u>
Change in net assets without donor restrictions	<u>1,581,974</u>	<u>786,459</u>
Changes in net assets with donor restrictions		
Grants and contributions	37,953	101,748
Net assets released from restrictions	<u>(59,689)</u>	-
Change in net assets with donor restrictions	<u>(21,736)</u>	<u>101,748</u>
Change in net assets	1,560,238	888,207
Net assets, beginning of year	<u>4,120,418</u>	<u>3,232,211</u>
Net assets, end of year	<u>\$ 5,680,656</u>	<u>\$ 4,120,418</u>

The accompanying notes are an integral part of these consolidated financial statements.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions

Year Ended June 30, 2021

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 958,139	\$ 3,382,580	\$ 4,875,562	\$ 311,161	\$ 15,683,299	\$ 4,805,506	\$ 3,951,142	\$ 68,790	\$ 485,348	\$ 34,521,525	\$ -	\$ 34,521,525
Medicare revenue	-	28,678	471	-	-	-	227,248	-	47,924	304,321	-	304,321
Client resources	37,866	42,000	488,541	2	1,158,381	31,684	171,019	60,333	81,377	2,081,203	-	2,081,203
Contract revenue	70,549	241,763	505,561	76,179	48,803	46,470	10,720	217,618	1,671,051	2,886,734	128,221	3,014,955
Grant income	23,933	260,067	121,507	42,551	80,686	14,955	84,571	5,136	1,683,864	2,317,270	52,668	2,369,938
Interest income	-	4	-	-	-	-	-	-	9	13	-	21,296
Other program revenue	-	34,850	800	-	-	-	-	-	-	35,650	-	9,000
Public support	7,456	2,839	3,444	12,658	723	167	2,204	-	151,673	181,164	3,833	184,997
Other revenue	-	73,580	35,700	150	585,388	77,400	52,950	4,650	27,048	856,877	64,321	921,188
Total public support and revenue	1,097,943	4,066,361	6,031,606	442,701	17,555,290	4,976,182	4,499,854	356,527	4,158,293	43,184,757	279,339	43,464,096
Expenses												
Salaries and wages	673,124	2,117,099	2,820,168	207,012	1,428,816	1,882,181	1,864,434	243,799	2,229,963	13,464,596	2,488,842	15,963,438
Employee benefits	156,806	550,078	570,994	50,448	332,913	140,243	50,478	46,389	688,640	2,588,089	449,458	3,037,548
Payroll taxes	52,290	180,303	223,454	16,332	111,773	157,380	96,348	18,377	203,168	1,061,425	176,956	1,238,381
Contracted substitute staff	-	5,128	-	-	-	-	-	-	-	6,968	-	6,968
Client treatment services	16,503	578,112	109,468	260,328	5,063,469	2,189,673	153,990	-	7,775	8,379,318	-	8,379,318
Professional fees and consultants	32,823	60,588	197,057	9,328	51,829	18,644	54,842	328,823	178,672	932,706	149,939	1,082,645
Subcontractors	-	317,958	-	-	7,511,181	-	6,919	-	-	7,836,058	-	7,836,058
Staff development and training	7,270	14,168	27,178	890	2,683	4,943	10,313	5,337	11,132	83,914	60,512	144,426
Rent	-	99,994	100,086	-	37,299	-	72,381	7,168	113,699	430,627	19,255	449,682
Utilities	8,344	45,497	17,555	1,319	15,323	2,117	20,949	4,564	29,968	145,636	19,929	165,565
Building maintenance and repairs	16,780	77,759	40,075	2,626	31,171	4,292	25,832	1,667	94,301	294,503	30,531	325,034
Other occupancy costs	6,354	87,465	34,901	1,005	10,774	1,612	23,687	-	45,759	211,537	3,285	214,822
Office	15,033	109,309	133,022	3,009	45,032	6,509	44,018	4,879	91,142	451,953	106,382	558,335
Building and housing	3,833	18,807	8,084	849	5,842	1,340	4,896	558	21,883	85,892	9,106	75,000
Client consumables	529	13,537	3,092	4,161	22,325	29,114	2,056	20	52,175	127,009	695	127,704
Medical	69	743	618	13	347	52	740	103	4,573	7,258	311	7,569
Equipment maintenance	28,093	101,380	104,761	5,432	37,252	10,290	63,673	7,202	55,218	413,301	101,352	514,653
Depreciation	19,443	85,642	48,299	4,166	37,267	8,564	13,402	1,558	47,622	264,183	35,224	299,387
Advertising	-	15	46	-	-	-	101	5	23	190	606	796
Printing	-	80	185	-	-	-	497	-	1,228	1,990	300	2,290
Telephone and communications	24,942	54,932	51,532	4,034	12,676	6,338	38,610	4,243	49,301	246,608	63,790	310,388
Postage and shipping	817	4,526	4,135	173	1,540	348	3,344	544	10,232	25,659	2,943	28,642
Transportation	1,039	97,858	4,638	286	42,567	69,068	6,408	50	20,553	244,487	4,125	248,592
Assistance to individuals	32,260	52,289	4,020	73,464	3,332	78,006	2,954	294	34,092	280,691	3,846	284,537
Insurance	9,188	90,097	45,620	1,869	25,482	3,637	38,529	3,535	43,572	261,539	43,416	304,955
Membership dues	51	928	2,567	11	98	22	4,227	33	120,736	128,673	3,575	132,248
Interest	1,661	2,302	968	265	4,077	429	419	16	15,071	25,208	2,392	27,600
Other	70	7,238	-	-	324	-	-	-	107,700	115,333	-	115,333
Total expenses	1,107,522	4,770,513	4,555,681	646,820	14,833,402	4,621,721	2,601,108	679,164	4,279,388	38,095,309	3,786,813	41,882,122
(Decrease) Increase in net assets without restrictions	\$ (9,579)	\$ (704,152)	\$ 1,475,945	\$ (204,119)	\$ 2,721,888	\$ 354,461	\$ 1,898,746	\$ (322,637)	\$ (121,105)	\$ 5,069,448	\$ (3,507,474)	\$ 1,561,974

The accompanying notes are an integral part of these consolidated financial statements.

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions

Year Ended June 30, 2020

	Case Management	Dry Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	\$ 896,389	\$ 4,040,408	\$ 5,011,919	\$ 290,667	\$ 13,303,054	\$ 4,340,039	\$ 3,205,815	\$ 55,509	\$ 234,411	\$ 31,378,211	\$ -	\$ 31,378,211
Medicare revenue	-	8,483	-	-	-	-	141,878	-	25,179	175,540	-	175,540
Client resources	25,855	39,857	729,354	-	1,105,531	25,847	157,206	23,514	68,768	2,176,062	-	2,176,062
Contract revenue	68,692	285,211	441,695	78,179	32,307	48,470	3,554	212,777	313,940	1,479,825	152,331	1,632,156
Grant income	6,530	25,185	82,068	19,116	-	1,529	58,420	1,553	1,497,990	1,692,391	7,873	1,700,264
Interest income	-	13	-	-	-	-	-	-	28	39	37,035	37,074
Other program revenue	-	18,551	27,420	-	-	-	-	-	1,284,784	1,330,755	10,187	1,340,942
Public support	13,673	2,702	10,487	15,378	-	-	28	-	72,917	115,195	4,237	119,432
Other revenue	700	63,080	31,765	-	488,093	60,300	41,577	1,500	41,775	708,790	28,128	736,918
Total public support and revenue	1,009,839	4,484,590	6,334,718	401,340	14,908,965	4,474,185	3,608,478	294,853	3,539,820	39,056,808	239,791	39,296,599
Expenses												
Salaries and wages	639,373	2,554,260	2,877,014	200,501	1,308,697	1,617,524	2,040,948	279,097	1,938,557	13,455,971	2,370,208	15,826,177
Employee benefits	154,673	679,883	612,719	54,696	310,437	109,780	118,426	53,131	613,305	2,705,030	435,661	3,140,691
Payroll taxes	46,388	195,495	212,631	15,114	95,342	121,480	110,368	20,626	168,279	985,721	158,453	1,144,174
Contracted substitute staff	-	5,911	7,231	-	-	-	590	-	-	13,732	17,248	30,980
Client treatment services	15,137	312,089	123,579	245,525	4,312,631	1,860,360	153,011	-	5,756	7,228,084	2,598	7,230,682
Professional fees and consultants	27,583	55,606	138,495	10,581	37,228	12,644	109,920	267,144	190,882	650,081	140,722	990,803
Subcontractors	-	515,479	-	-	5,771,343	80,269	-	-	-	6,367,091	-	6,367,091
Staff development and training	5,479	12,727	39,293	1,090	2,281	6,748	12,841	4,509	12,427	97,393	31,198	128,591
Rent	-	98,205	97,824	-	36,364	-	72,390	7,123	70,446	382,352	18,932	401,284
Utilities	8,347	44,853	19,777	1,320	16,041	2,118	20,549	4,697	22,150	139,852	21,906	161,558
Building maintenance and repairs	11,993	60,501	47,325	1,984	23,574	3,182	36,498	1,886	162,881	349,824	26,844	376,668
Other occupancy costs	9,081	84,201	35,347	1,436	12,844	2,304	21,901	-	43,925	211,039	6,864	217,703
Office	11,725	57,304	49,228	2,703	17,000	4,538	25,310	3,481	54,752	228,042	61,357	287,399
Building and housing	3,105	18,038	8,750	536	6,874	824	6,140	704	20,116	65,167	12,953	78,140
Client consumables	491	24,732	849	2,988	20,363	49,141	1,654	21	43,060	143,290	1,211	144,510
Medical	-	351	480	-	104	-	429	67	3,587	5,018	135	5,153
Equipment maintenance	22,946	74,773	83,469	4,566	28,705	7,312	48,518	6,017	42,943	318,249	60,942	380,191
Depreciation	18,007	73,255	42,230	3,723	31,828	5,956	17,412	2,358	42,460	235,229	30,559	265,788
Advertising	236	2,368	2,185	361	1,200	961	1,510	114	972	9,815	1,622	11,537
Printing	-	139	-	-	-	-	-	-	-	139	687	826
Telephone and communications	20,829	45,411	43,446	3,577	11,433	5,502	33,071	3,779	35,428	202,576	49,661	252,237
Postage and shipping	994	5,371	4,708	225	1,923	360	3,605	609	7,436	25,431	3,513	28,944
Transportation	10,325	148,468	19,723	2,440	49,167	109,894	21,328	513	32,897	394,755	8,040	402,795
Assistance to individuals	27,034	4,843	4,496	87,718	3,402	19,011	3,944	407	30,503	180,256	3,842	184,098
Insurance	8,419	82,016	41,173	1,862	25,208	2,980	37,730	3,745	28,145	231,278	36,822	267,900
Membership dues	23	1,198	749	5	46	9	3,236	11	109,614	113,891	3,723	117,614
Interest	398	3,714	1,221	308	4,439	495	732	33	16,737	28,077	2,780	30,857
Other	-	-	-	-	-	-	-	-	34,699	34,699	1,050	35,749
Total expenses	1,040,686	5,160,769	4,513,949	643,257	12,328,472	4,023,490	2,899,358	660,072	3,730,957	35,001,011	3,509,129	38,510,140
(Decrease) increase in net assets without restrictions	\$ (30,847)	\$ (676,179)	\$ 1,820,769	\$ (241,917)	\$ 2,580,513	\$ 450,695	\$ 709,119	\$ (365,216)	\$ (191,137)	\$ 4,055,787	\$ (3,269,338)	\$ 786,459

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Consolidated Statements of Cash Flows

Years Ended June 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Change in net assets	\$ 1,560,238	\$ 888,207
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	299,387	265,788
Forgiveness of note payable	(50,000)	-
Change in operating assets and liabilities		
Accounts receivable, net	(704,649)	(921,224)
Grants receivable	292,184	(429,676)
Prepaid expenses	24,836	(83,865)
Accounts payable and accrued expenses	(786,732)	302,086
Estimated third-party liability	174,459	(171,132)
Operating lease payable	26,664	31,445
Loan fund	67	89
	<u>836,454</u>	<u>(118,282)</u>
Net cash provided (used) by operating activities		
Cash flows from investing activities		
Acquisition of property and equipment	<u>(559,924)</u>	<u>(378,577)</u>
Cash flows from financing activities		
Proceeds from notes payable	-	89,095
Principal payments on notes payable	(180,307)	(189,832)
PPP funding	<u>-</u>	<u>3,375,000</u>
Net cash (used) provided by financing activities	<u>(180,307)</u>	<u>3,274,263</u>
Net increase in cash and restricted cash	96,223	2,777,404
Cash and restricted cash, beginning of year	<u>6,913,811</u>	<u>4,136,407</u>
Cash and restricted cash, end of year	<u>\$ 7,010,034</u>	<u>\$ 6,913,811</u>
Compositions of cash and restricted cash, end of year:		
Cash and cash equivalents	\$ 6,897,442	\$ 6,801,286
Restricted cash	<u>112,592</u>	<u>112,525</u>
	<u>\$ 7,010,034</u>	<u>\$ 6,913,811</u>

The accompanying notes are an integral part of these consolidated financial statements.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

Nature of Activities

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners (Community Partners) is a New Hampshire nonprofit corporation providing a wide range of community-based services (see consolidated statement of functional revenue and expenses without donor restrictions for programs offered) for individuals with developmental disabilities and/or mental illness and their families. Community Partners also supports families with children who have chronic health needs. Community Partners is currently operating as two divisions: Developmental Services and Behavioral Health Services.

Community Partners is the sole shareholder of Lighthouse Management Services, Inc., which was organized to perform accounting and management functions for other not-for-profit entities.

Community Partners is the sole beneficiary of the Community Partners Foundation (the Foundation), which was established exclusively for the benefit and support of Community Partners. To that end, the Foundation receives and accepts gifts and funds.

The Foundation received and disbursed the following funds:

	<u>2021</u>	<u>2020</u>
Funds received	\$ 115,694	\$ 153,805
Funds disbursed	<u>104,438</u>	<u>38,327</u>
	<u>\$ 11,256</u>	<u>\$ 115,478</u>

The Foundation has received and disbursed the following funds since its inception in 2007:

Funds received	\$ 698,538
Funds disbursed	<u>460,138</u>
	<u>\$ 238,400</u>

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Community Partners, Lighthouse Management Services, Inc., and the Foundation (collectively, the Organization). All material intercompany balances and transactions have been eliminated in consolidation.

The Organization prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

Newly Adopted Accounting Principle

In May 2014, FASB issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606), which identifies a five step core principle guide for organizations to recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the organization expects to be entitled in exchange for those goods or services. This ASU and related guidance were adopted by the Organization for the year ended June 30, 2021. Adoption of this ASU did not have a material impact on the Organization's financial reporting.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding its consolidated financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statements of activities.

Grants and Contributions

Grants awarded and contributions received in advance of expenditures are reported as public support and revenue with donor restrictions if they are received with stipulations that limit the use of the grants or contributions. When a grant or contribution restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities as net assets released from restrictions. The Organization records restricted grants and contributions whose restrictions are met in the same reporting period as public support and revenue without donor restrictions in the year of the gift.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

Income Taxes

The Organization is exempt from federal income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code to operate as a not-for-profit organization.

FASB ASC Topic 740, *Income Taxes*, establishes financial accounting and disclosure requirements for recognition and measurement of tax positions taken or expected to be taken. Management has reviewed the tax provisions for the Organization under FASB ASC Topic 740 and determined it did not have a material impact on the Organization's consolidated financial statements.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent money market accounts and repurchase agreements as of June 30, 2021 and 2020.

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible accounts after considering each category of receivable individually, and estimates an allowance according to the nature of the receivable. Allowances are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable.

Accounts receivable, net amounted to \$2,797,374; \$2,092,725; and \$1,171,501 as of June 30, 2021, 2020 and 2019, respectively.

Property and Equipment

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the asset is placed into service. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

Depreciation is provided on the straight-line method in amounts designed to amortize the costs of the assets over their estimated lives as follows:

Buildings and improvements	5-39 years
Equipment and furniture	3-7 years
Vehicles	5 years

Revenue Recognition

Medicaid, Medicare and client resources revenue is reported at the estimated net realizable amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing client services. These amounts are due from third-party payors (including health insurers and government programs), and others, and include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Organization bills third-party payors several days after services are provided. Revenue is recognized as performance obligations are satisfied. It is the Organization's expectation that the period between the time the service is provided to a client and the time a third-party payor pays for that service will be one year or less.

Under the Organization's contractual arrangements with the New Hampshire Department of Health and Human Services (DHHS), the Organization provides services to clients for an agreed upon fee. The Organization recognizes revenue for client services in accordance with the provisions of ASU No. 2014-09 and related guidance.

Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations are satisfied over time when services are provided. The Organization measures the performance obligation from when the Organization begins to provide services to a client to the point when it is no longer required to provide services to that client, which is generally at the time of DHHS notification to the Organization.

Each performance obligation is separately identifiable from other promises in the contract with the client and DHHS. As the performance obligations are met, revenue is recognized based upon allocated transaction price. The transaction price is allocated to separate performance obligations based upon the relative stand-alone selling price.

Because all of its performance obligations relate to short-term contracts, the Organization has elected to apply the optional exemption provided in FASB ASC Subtopic 606-10-50-14(a), and therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

Estimated Third-Party Liability

The Organization's estimated third-party liability consists of funds received in advance for services to be performed at a later date, amounts due to Medicaid and estimated amounts due to Medicaid from eligibility, certification and other audits, Provider Relief Fund (PRF) administered by the U.S. Department of Health and Human Services (HHS), and certain pass-through funds.

Functional Allocation of Expenses

The Organization's expenses are presented on a functional basis (i.e., program activities and support services). The Organization classifies expenses based on the organizational cost centers in which expenses are incurred. The expenses allocated between support functions and program services based on personnel time includes salaries and related benefits and taxes. The expenses allocated between support functions and program services based on space utilized for the related services includes depreciation, insurance and other occupancy costs.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and a line of credit as disclosed in Note 5.

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

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the consolidated statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents and the generation of positive cash from operations for fiscal year 2021 and 2020.

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents, excluding net assets with donor restrictions	\$ 6,817,430	\$ 6,699,538
Accounts receivable, net	2,797,374	2,092,725
Grants receivable	<u>299,756</u>	<u>591,940</u>
Financial assets available to meet general expenditures within one year	<u>\$ 9,914,560</u>	<u>\$ 9,384,203</u>

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

3. Restricted Cash

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2021 and 2020, the Organization held cash totaling \$89,629 and \$89,562, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2021 and 2020, the Organization held cash totaling \$22,963, which was restricted for this program. A corresponding amount has been recorded as a liability.

4. Property and Equipment

Property and equipment consisted of the following:

	<u>2021</u>	<u>2020</u>
Land and buildings	\$ 2,218,893	\$ 2,218,893
Building improvements	2,492,167	2,106,939
Vehicles	912,500	860,237
Equipment and furniture	<u>2,947,629</u>	<u>2,939,058</u>
	8,571,189	8,125,127
Less accumulated depreciation	<u>6,079,025</u>	<u>5,893,500</u>
	<u>\$ 2,492,164</u>	<u>\$ 2,231,627</u>

5. Line of Credit

The Organization has a revolving line of credit agreement with a bank amounting to \$1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 1% over the bank's stated index, which was 4.25% at June 30, 2021. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2021 and 2020, there was no outstanding balance on the line of credit.

The Organization has an equipment line of credit agreement with a bank amounting to \$250,000, collateralized by a security interest in equipment obtained by advances on the line. Advances are limited to 80% of the invoice price. Monthly interest payments on the unpaid principal balance are required at the rate of .5% over the Federal Home Loan Bank of Boston (FHLB) five-year index through October 6, 2019, at which time it increased to 1.75% over the FHLB index, which was 3.75% at June 30, 2021. The line of credit has a maturity date of February 28, 2027. At June 30, 2021 and 2020, there was no outstanding balance on the line of credit.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

6. Notes Payable

Notes payable consisted of the following:

	<u>2021</u>	<u>2020</u>
Note payable to a bank, payable in monthly installments of \$4,029, including interest at 3.92%, through July 2022; collateralized by certain real estate. The note is a participating loan with the New Hampshire Health and Education Facilities Authority (NHHEFA).	\$ 49,863	\$ 95,635
Note payable to NHHEFA, payable in monthly installments of \$3,419, including interest at 1.00%. The note payable was paid off in full in July 2021.	3,480	44,249
Mortgage note payable to a bank, payable in monthly installments of \$1,580, including interest at 4.12%, through April 2026 with one final payment which shall be the unpaid balance at maturity; collateralized by certain real estate.	81,167	96,413
Note payable to a bank, payable in monthly principal and interest payments totaling \$2,413 through February 2023; the note bears interest at 4.50%; collateralized by all assets.	35,292	63,379
Note payable to a bank, payable in monthly installments totaling \$1,882, including interest at 3.49%, through August 2026; collateralized by all the rights and benefits under the leases attached to the related real estate.	106,282	124,756
Note payable to a bank, payable in monthly installments totaling \$3,162, including interest at 4.85%, through April 2029; collateralized by certain real estate.	246,907	272,136
Note payable to a bank, payable in monthly installments totaling \$789, including interest at 7.69%, through March 2025; collateralized by a certain vehicle.	30,738	37,468
Non-interest bearing note payable to DHHS. A portion or all of the note payable will be forgiven if the Organization meets certain requirements. During 2021, the State of New Hampshire converted the note payable to a grant under the terms and conditions of the note agreement. The Organization has included this converted loan revenue in grant income in the consolidated statement of activities.	-	50,000
	<u>\$ 553,729</u>	<u>\$ 784,036</u>

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

The scheduled maturities of long-term debt are as follows:

2022	\$ 148,623
2023	81,098
2024	75,602
2025	76,834
2026	71,116
Thereafter	<u>100,456</u>
	<u>\$ 553,729</u>

Cash paid for interest approximates interest expense.

7. Commitments and Contingencies

Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from August 2018 through March 2033. Total rent expense charged to operations was \$449,882 in 2021 and \$401,284 in 2020.

Future minimum operating lease payments are as follows:

2022	\$ 452,130
2023	435,097
2024	398,122
2025	302,296
2026	289,691
Thereafter	<u>1,921,949</u>
	<u>\$ 3,799,285</u>

Litigation

The Organization is involved in litigation from time to time arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

8. Concentrations

For the years ended June 30, 2021 and 2020, approximately 80% of public support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

Accounts receivable due from Medicaid were as follows:

	<u>2021</u>	<u>2020</u>
Developmental Services	\$ 2,486,349	\$ 1,532,231
Behavioral Health Services	<u>69,254</u>	<u>82,757</u>
	<u>\$ 2,555,603</u>	<u>\$ 1,614,988</u>

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, DHHS, Bureau of Developmental Services, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in September 2022.

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, DHHS, Bureau of Behavioral Health, as the community mental health provider for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expired in August 2021. Management is currently in the process of renewal with the State of New Hampshire and expects the contract to be renewed in 2021 under similar terms.

9. Retirement Plan

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes a discretionary employer contribution equal to 3% of each eligible employee's salary. During 2021 and 2020, the Organization made an additional discretionary contribution equal to 1% of each eligible employee's salary. Total costs incurred for the plan during the year ended June 30, 2021 were \$429,191 and during the year ended June 30, 2020 were \$404,476. The total expense for the year ended June 30, 2021 for the Developmental Services division was \$255,221, and for the Behavioral Health Services division was \$173,970. The total expense for the year ended June 30, 2020 for the Developmental Services division was \$241,646, and for the Behavioral Health Services division was \$162,830.

10. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through November 4, 2021, which is the date that the consolidated financial statements were available to be issued.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

11. Uncertainty

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

The U.S. government has responded with three phases of relief legislation, as a response to the COVID-19 outbreak. Recent legislation was enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provides additional funding for grants and technical assistance; and 3) delays due dates for employer payroll taxes and estimated tax payments for organizations. Management has evaluated the impact of the CARES Act on the Organization, including its potential benefits and limitations that may result from additional funding.

During 2020, the Organization obtained \$3,375,000 under the CARES Act PPP funding. The PPP funding has specific criteria for eligibility and provides for forgiveness of the funds under the program if the Organization meets certain requirements. Any portion of the funds that are not forgiven are to be repaid within 5 years at a 1% interest rate. The Organization received notification of forgiveness in fiscal 2022.

The CARES Act also established the PRF to support healthcare providers in the battle against the COVID19 outbreak. The PRF is being administered by HHS. The Organization received PRF in the amount of \$635,707 during the year ended June 30, 2021. These funds are to be used for qualifying expenses and to cover lost revenue due to COVID-19. The PRF are recognized as income when qualifying expenditures have been incurred, or lost revenues have been identified. Management believes the Organization has met the conditions necessary to recognize a portion of the PRF funds included in grant income in the consolidated statement of activities in the amount of \$271,086. The remaining PRF funds are included in estimated third-party liability in the consolidated statement of financial position. Management believes the position taken is a reasonable interpretation of the rules currently available. Due to the complexity of the reporting requirements and the continued issuance of clarifying guidance, there is at least a reasonable possibility the amount of income recognized may change by a material amount. Any difference between amounts previously estimated and amounts subsequently determined to be recoverable or payable will be included in income in the year that such amounts become known.

**BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A
COMMUNITY PARTNERS AND SUBSIDIARIES**

Notes to Consolidated Financial Statements

June 30, 2021 and 2020

During 2021, the Organization also received and recognized emergency grant funding under the CARES Act passed through the State of New Hampshire in the amount of approximately \$825,200 to help offset incremental costs related to the pandemic. This funding is commonly referred to as long-term care stabilization funds which are included in other revenue in the consolidated statement of activities.

SUPPLEMENTARY INFORMATION

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Financial Position

June 30, 2021 and 2020

	2021					2020						
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
ASSETS												
Cash and cash equivalents	\$ 5,011,376	\$ 1,646,324	\$ 1,342	\$ 238,400	\$ -	\$ 6,897,442	\$ 4,852,149	\$ 1,822,616	\$ 1,125	\$ 125,396	\$ -	\$ 6,801,286
Restricted cash	112,592	-	-	-	-	112,592	112,525	-	-	-	-	112,525
Accounts receivable, net	2,676,046	1,637,484	63	-	(1,416,221)	2,797,374	1,754,753	732,514	34	101,748	(496,324)	2,092,725
Grants receivable	61,958	247,798	-	-	-	299,756	319,109	272,831	-	-	-	591,940
Prepaid expenses	250,113	210,318	-	-	-	460,431	297,588	217,679	-	-	-	485,267
Interest in net assets of subsidiaries	236,500	-	-	-	(236,500)	-	225,181	-	-	-	(225,181)	-
Property and equipment, net	2,184,294	327,870	-	-	-	2,492,164	1,883,374	348,253	-	-	-	2,231,627
Total assets	\$ 10,402,881	\$ 4,069,794	\$ 1,405	\$ 238,400	\$ (1,652,721)	\$ 13,059,769	\$ 9,414,679	\$ 3,393,893	\$ 1,159	\$ 227,144	\$ (721,505)	\$ 12,315,370
LIABILITIES AND NET ASSETS (DEFICIT)												
Liabilities												
Accounts payable and accrued liabilities	\$ 3,248,417	\$ 220,322	\$ 3,305	\$ -	\$ (1,416,221)	\$ 2,055,823	\$ 2,705,799	\$ 629,958	\$ 3,122	\$ -	\$ (496,324)	\$ 2,842,555
CARES Act refundable advance	3,375,000	-	-	-	-	3,375,000	3,375,000	-	-	-	-	3,375,000
Estimated third-party liability	973,651	232,477	-	-	-	1,206,028	662,676	368,893	-	-	-	1,031,569
Operating lease payable	24,488	74,408	-	-	-	98,894	17,884	54,346	-	-	-	72,230
Loan fund	89,629	-	-	-	-	89,629	89,562	-	-	-	-	89,562
Notes payable	550,249	3,480	-	-	-	553,729	739,787	44,249	-	-	-	784,036
Total liabilities	8,261,332	530,687	3,305	-	(1,416,221)	7,379,103	7,590,708	1,097,446	3,122	-	(496,324)	8,194,952
Net assets (deficit)												
Without donor restrictions	2,141,549	3,539,107	(1,900)	158,388	(236,500)	5,600,644	1,722,223	2,296,447	(1,963)	125,396	(123,433)	4,018,870
With donor restrictions	-	-	-	89,012	-	89,012	191,748	-	-	101,748	(101,748)	101,748
Total net assets (deficit)	2,141,549	3,539,107	(1,900)	238,400	(236,500)	5,689,656	1,823,971	2,296,447	(1,963)	227,144	(225,181)	4,120,418
Total liabilities and net assets (deficit)	\$ 10,402,881	\$ 4,069,794	\$ 1,405	\$ 238,400	\$ (1,652,721)	\$ 13,059,769	\$ 9,414,679	\$ 3,393,893	\$ 1,159	\$ 227,144	\$ (721,505)	\$ 12,315,370

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Activities

Years Ended June 30, 2021 and 2020

	2021					2020						
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
Changes in net assets (deficit) without donor restrictions												
Public support and revenue												
Medicaid revenue	\$ 26,121,805	\$ 8,399,720	\$ -	\$ -	\$ -	\$ 34,621,526	\$ 23,575,343	\$ 7,802,868	\$ -	\$ -	\$ -	\$ 31,378,211
Medicare revenue	-	304,321	-	-	-	304,321	-	175,540	-	-	-	175,540
Client resources	1,504,575	576,828	-	-	-	2,081,203	1,583,878	592,384	-	-	-	2,178,062
Contract revenue	2,006,387	1,008,568	-	-	-	3,014,955	675,812	958,344	-	-	-	1,632,156
Grant income	711,348	1,658,590	-	-	-	2,369,938	278,171	1,422,093	-	-	-	1,700,264
Interest income	15,435	5,874	-	-	-	21,309	21,184	15,890	-	-	-	37,074
Other program income	44,650	-	-	-	-	44,650	1,340,942	-	-	-	-	1,340,942
Public support	39,799	7,788	-	77,741	-	125,308	65,484	2,647	-	51,321	-	119,432
Other revenue	831,891	100,563	9,067	-	(20,323)	921,198	681,502	68,411	9,080	738	(22,791)	738,918
Total public support and revenue	31,276,890	12,062,032	9,067	77,741	(20,323)	43,404,407	28,222,096	11,036,177	9,080	52,057	(22,791)	39,296,599
Net assets released from restrictions	-	-	-	59,689	-	59,689	-	-	-	-	-	-
Total public support, revenue and releases	31,276,890	12,062,032	9,067	137,430	(20,323)	43,464,096	28,222,096	11,036,177	9,080	52,057	(22,791)	39,296,599
Expenses												
Program services												
Case management	1,107,522	-	-	-	-	1,107,522	1,040,886	-	-	-	-	1,040,886
Day programs and community support	3,767,624	1,012,889	-	-	-	4,779,513	4,189,526	991,243	-	-	-	5,180,769
Early support services and youth and family	1,847,423	2,708,238	-	-	-	4,555,661	1,892,618	2,821,331	-	-	-	4,513,949
Family support	646,820	-	-	-	-	646,820	643,257	-	-	-	-	643,257
Residential services	14,833,402	-	-	-	-	14,833,402	12,328,472	-	-	-	-	12,328,472
Consolidated services	4,621,721	-	-	-	-	4,621,721	4,023,490	-	-	-	-	4,023,490
Adult services	187,682	2,413,626	-	-	-	2,601,108	212,701	2,686,658	-	-	-	2,899,359
Emergency services	-	678,164	-	-	-	678,164	-	660,072	-	-	-	660,072
Other	1,831,867	2,343,093	9,004	104,438	(9,004)	4,279,398	1,709,045	1,983,585	9,004	38,327	(9,004)	3,730,957
Total program expenses	28,833,941	9,166,910	9,004	104,438	(9,004)	38,096,309	28,019,785	8,942,889	9,004	38,327	(9,004)	35,001,011
Supporting services												
General management	2,124,351	1,682,462	-	-	-	3,786,813	1,912,897	1,596,232	-	-	-	3,509,129
Total expenses	30,958,312	10,819,372	9,004	104,438	(9,004)	41,892,122	27,932,692	10,539,121	9,004	38,327	(9,004)	38,510,140
Change in net assets (deficit) without donor restrictions	317,578	1,242,660	63	32,992	(11,319)	1,581,974	289,404	497,056	56	13,730	(13,787)	796,459
Changes in net assets with donor restrictions												
Grants and contributions	-	-	-	37,953	-	37,953	101,748	-	-	101,748	(101,748)	101,748
Net assets released from restrictions	-	-	-	(59,689)	-	(59,689)	-	-	-	-	-	-
Change in net assets with donor restrictions	-	-	-	(21,736)	-	(21,736)	101,748	-	-	101,748	(101,748)	101,748
Change in net assets (deficit)	317,578	1,242,660	63	11,256	(11,319)	1,560,238	391,152	497,056	56	115,478	(115,535)	888,207
Net assets (deficit), beginning of year	1,823,971	2,296,447	(1,963)	227,144	(225,181)	4,120,418	1,432,819	1,789,391	(2,019)	111,888	(109,648)	3,232,211
Net assets (deficit), end of year	\$ 2,141,549	\$ 3,539,107	\$ (1,900)	\$ 238,400	\$ (236,500)	\$ 5,680,656	\$ 1,823,971	\$ 2,296,447	\$ (1,963)	\$ 227,144	\$ (225,181)	\$ 4,120,418



Community Partners BOARD OF DIRECTORS 2021-2022

PRESIDENT
Wayne Goss (Joined 1/28/14)

TREASURER
Anthony Demers (Joined 01/20/15)

VICE PRESIDENT
Bryant Hardwick (Joined 2/22/11)

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Gary Gletow (Joined 10/23/18)

Ken Muske (Joined 03/05/02)	Ann Landry (Joined 8/23/05)	Kathleen Boisclair (Joined 9/25/12)
Kristine Baber (Joined 4/26/13)	Judge Daniel Cappiello (Joined 03/22/14)	Tracy Hayes (Joined 12/15/15)
Sharon Reynolds (Joined 8/23/16)	Phillip Vancelette (Joined 5/31/17)	Mark Santoski (Joined 9/24/19)
Margaret Wallace (Joined 9/24/19)	Danielle Pomeroy (Joined 12/14/21)	

BRIAN J. COLLINS

Summary:

A seasoned Executive Director with broad experience in managing complex nonprofit organizations; manages with a hands-on, approachable style and a strong, mission-driven value system.

Experience:

1995 - Present

Executive Director

**Behavioral Health & Developmental Services of Strafford County, Inc.,
D/B/A Community Partners of Strafford County, Dover, NH**

CEO of a designated regional Area Agency for Developmental Disabilities and Community Mental Health Center serving over 3200 people with 350 staff and \$25 million budget; implemented needed programmatic changes stemming from long-term financial losses, including negative fund balances; vastly improved quality outcomes after assuming the position in 1995; report to a 15 member Board of Directors.

- Turned around agency's \$324K negative total net assets upon arrival to \$3.6 million positive total net assets today.
- Successfully implemented corrective administrative measures, resulting in removal of conditions imposed by the State of NH as a result of the impending bankruptcy coupled with unsatisfactory programming through FY95.
- Provided 150 new services to waitlist consumers during the first 4 years with no additional resources.
- Merged a bankrupt mental health center into organization in 2001, creating one of only two organizational models in New Hampshire.
- Expanded agency mission, including becoming a Partners in Health site serving children with chronic illness and their families, running State-wide loan program for families with chronically ill members and expanded business office operations through contractual means with other not for profit organizations.
- Statewide Leadership role as a founder of both the Community Support Network Inc., a trade organization for the Area Agency system, and the NH Community Behavioral Health Association, a trade organization for the mental health system.
- Regional leader in a variety of social service organizations and associations that advance human service causes including chronic illness, elder services, supporting families of children with chronic illness, mental health court, sexual assault victims, employment for people with disabilities and work with schools and pre-schools.

Area Agency responsibilities include Early Supports and Services for children birth-three, Family Support Services for all families of children with disabilities (including respite,

parent to parent, transition supports, benefits application assistance, support groups, clinical education), Adult Services including Service Coordination, employment and day habilitation, residential, community and in-home supports, contract administration of provider organizations, consumer directed programs.

Community Mental Health Centers serve individuals with severe and persistent mental illness including psychiatry, case management, community functional supports, therapy,

Brian Collins

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and medication management. For children and families this includes an at risk category, but the same types of intervention as for adults, providing 24 hour/7 day emergency services, working in local hospitals assessing at risk to the individual or the community.

1989 - 1995

**Executive Director
The Plus Company, Nashua, NH**

Chief Executive Officer of a non-profit human service agency serving over 150 people with disabilities in New Hampshire and Massachusetts. Agency provides residential, vocational, and medical supports in over 50 locations. Agency employs 125 staff with a total budget of \$4.5 million. Report to a 15 member Board of Directors.

- Eliminated debt service after Agency had lost \$500,000 over a prior five-year period. Agency's surplus exceeded \$600,000 over five year tenure.
- Increased operational budget over \$1 million. Contract with 25 funding streams, which include three states, numerous non-profit agencies, school systems, and private companies.
- Eliminated the need for a sheltered workshop by developing community jobs and individualized day options for over 75 consumers. Negotiated the sale of the sheltered workshop building and relocated the agency headquarters. The move retired all debt service.
- Downsized all group home populations by developing individualized and small group options. Grew the number of consumers living in small group settings from 45 to 70 people during a five-year period.
- Increased fund raising and public relation, including a high profile annual breakfast with over 400 people in attendance.

1985 - 1989

**Program Planning and Review Specialist
New Hampshire DMHDS, Concord, NH**

Responsible for managing \$13 million of State and Federal funds, covering one-quarter of the service system; areas of responsibilities include case management, housing, vocational programming, respite care, early childhood intervention and family support services. Reported to the Assistant Director of Developmental Services.

- Monitor contract compliance to ensure cost effective service delivery system. Oversee implementation of Supported Employment Initiative to establish program models, funding stream, staff re-education and training, and business and industry liaisons.
- Analyze budgets to determine maximum revenue sources and maintain controls over expenditures.
- Ensure that the Board of Directors policies and staff procedures enhance community presence of people with severe disabilities.
- Liaison for regional area agencies and State agencies to Division of Vocational Rehabilitation.
- Ensure compliance with \$2 million federal grant, to fund a five-year plan to create employment opportunities.
- Member of Governor's Task Force on Employment.

Brian Collins
Page 3

**1982 - 1985 Quality Assurance Administrator,
Training Coordinator, New Hampshire DMHDS**

Quality: Responsible for quality assurance function statewide for Community Service Delivery System. Led seven-person team in annual reviews of each regional area agency. Reported to the Director of Quality Assurance.

Training: Responsible for the coordination of statewide and regional training for Community Service Deliver System; designed Training Needs Inventory using regional priorities to establish training needs; procured funding to provide consultants for specific regional training and technical assistance; originated special projects, including training annual, audio visual training packages and leisure skills handbook.

Education:

**Masters in Public Administration, University of New Hampshire
BA, Communications, Boston College Evening School**

Advisory Boards:

**Advisory Board, University of New Hampshire Institute on Disability (UAP)
University of Hartford Rehabilitation Training Program
Virginia Commonwealth University Rehabilitation Research and Training Center.
New Hampshire Governor's Appointment to Inter-Agency Coordinating Council.
Overseeing services to children with disabilities from birth to age three.
HHS Commissioner Stephen's Advisory Council focused on increasing employment for people with disabilities**

Memberships:

**The Association for Persons with Severe Handicaps (TASH)
American Association on Mental Retardation (AAMR)
National Rehabilitation Association (NRA)
New Hampshire Rehabilitation Association (NHRA)
American Network of Community Options and Resources**

Christopher D. Kozak

SENIOR MANAGEMENT

Profile

High-performance executive providing leadership, innovation and direction to support infrastructure change and development to maximize profitability. Proven ability to develop and implement strategic approaches and methodologies to create a highly effective organization that operates at or below budgetary requirements. Excel in understanding the insurance industry and the challenges faced by insurers and providers. Skilled in identifying and capitalizing on technology to solve business problems. Demonstrate broad-based strengths and accomplishments in:

- Leadership & Accountability
- P & L Responsibility
- Strategic Planning
- Staff Development and Team Building
- MCO Contracting
- Rate Negotiation
- Process and Quality Improvement
- Corporate Presentations & Marketing

Professional Experience

Community Partners

Dover, NH October 2010 – Present

A State designated Community Mental Health Program providing services to individuals

Chief Operating Officer (4/12 – present)

Director of Quality Improvement (10/10 – 4/12)

Senior member of the management team with responsibility for oversight of the Behavioral Health Services Division.

Accomplishments

- Successfully navigated the organization through the State's re-designation process. Preliminary feedback indicated that the State will award the organization with another full 5-year designation as a community mental health program.
- Developed and implemented several new reports, forms and other management tools that created efficiencies in daily paper work as well as providing managers with a dashboard-like view of data about their specific staff/program simply by opening a Microsoft Excel file.
- Engaged in a major change management process that has challenged veteran staff to rethink and analyze nearly every facet of their program operation.

Dynamic Solutions NE, LLC

Portsmouth, NH September 2008 – Present

Independent consulting company specializing in revenue enhancement strategies, operational automation and small application development for behavioral health practices and small health plans.

Consultant

Founded Dynamic Solutions NE, LLC after spending nearly two decades in leadership positions in the insurance, case management and technology fields.

Accomplishments

- Developed proposal for a custom web-based outcome measurement application to be used by 14 psychiatric treatment centers spanning six states.
- Provided expert witness consultation in a case related to software pirating.
- Provide ad hoc consultation to information technology firms relative to healthcare informatics.

Casenet Inc.

Bedford, MA August 2006 – July 2008

A startup software company offering a platform care management solution for commercial insurance carriers as well as Medicaid / Medicare care management programs.

Vice President of Product Management

Key member of the management team with responsibility for developing client specific solutions as well as creating the vision driving overall product direction.

Accomplishments

- Visionary behind the base business solution platform for the care management marketplace.
- Developed messaging that was instrumental in landing first commercial payer accounts (>\$9 million).
- Member of the Senior Management Team that successfully secured \$7.5 million of B-round

financing.

Landmark Solutions, LLC (A.K.A. BHN)

Concord, NH September 1998 – September 2006

A regional managed behavioral healthcare company, national employee assistance program, and IT consulting group.

Vice President of Managed Care Services (7/03 – 8/06)

Director of Behavioral Health Services (8/98 – 7/03)

Complete responsibility for the managed care product including \$3.5 million operating budget, \$18 million clinical capitation, strategic planning, vision, provider contracting, and oversight of five departments. Worked closely with IT to develop and implement innovative and efficient processes and systems to support process improvement, operational compliance, reporting and analysis, and workflow integration.

Accomplishments

- Re-contracted provider network to simplify contracts and maximize flexibility in bringing on new business lines.
- Initiated and implemented on-line patient registration process and automated attendant resulting in net operational savings of 3.5%.
- Implemented a new Outpatient Treatment Report to reign in escalating outpatient claims costs resulting in clinical savings of 4.5%.
- Met aggressive budget requirements by implementing tighter monitors on inpatient utilization resulting in a net savings of 10.6%.
- Brought credentialing process in-house resulting in a 66% reduction in operating costs.
- Initiated and successfully implemented a complete overhaul of the utilization management program resulting in improved NCQA delegation scoring from the low 60's to 100 percent.
- Collaborated with the director of information and technology to develop and implement a provider Web portal allowing providers to submit updated clinical information directly to BHN/Landmark Solutions'.

CNR Health, Inc.

Milwaukee, WI August 1991 – September 1998

A national company offering medical, behavioral health, disability, and worker's compensation management services, employee assistance programs, and software development.

Director of Case Management

Directly responsible for the care management business unit including medical and behavioral health utilization management, case management, disability management and workers compensation management.

Accomplishments

- Numerous positions of increasing responsibility during seven-year tenure: Behavioral Health Case Manager, Clinical Operations Manager, Director of Behavioral Health, Director of Case Management.
- Directly responsible for a \$2.5 million dollar operating budget.

Education

North Dakota State University, Fargo, ND

Bachelor of Science in Psychology, 5/87

Minor: Statistics

Marquette University, Milwaukee, WI

Master of Science in Clinical Psychology, 8/89

Thesis: Self-control deficits in depression: The contingent relationship between expectancies, evaluations and reinforcements.

References

Available upon request

Suzanne Bagdasarian



Business Experience

2001 – Present Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, New Hampshire

Chief Financial Officer 2019 – Present

Responsible for directing the overall financial and administrative management of this \$35 million agency, including Facilities, and IT.

Controller 2001 – 2018

- Responsible for the fiscal start of a new agency division including policy, procedures, compliance, training, accounting & billing systems, payroll, and reporting.
- Responsible for the conversion of financial software package including AR/AP/GL
- Accomplished “clean” annual external audits.
- Accountable for monthly financial statements in accordance to GAAP.
- Manage a team of 14 billing and accounting personnel with oversight for cash management, accounts payable, billing & collections, payroll and accounts receivable functions.
- Developed the agency budget including reporting functionality for monitoring performance.
- Project Manager for conversion of electronic health record.

1994-2001 Harvard Pilgrim Health Care, Wellesley, MA

Accounting Director - 2000-2001

- Responsible for all internal and external financial functions including general accounting, financial analysis, system operations, and reporting for Hospitals and Physicians.
- Reorganized and redesigned department staff functions, improved quality of provider financial reporting and reduced monthly financial close and reporting time by 30%.
- Responsible for the quality and integrity of medical expense data representing 85% of the company’s expenses.

Budget Manager – 1999- 2000

- Developed and prepared \$1.7 billion medical care and \$65 million Network Management administrative budget in collaboration with department Directors and Vice Presidents.
- Prepared scenario analysis, year-end, and multi-year financial projections and established cost allocations for administrative budget.

Supervisor NNE- Financial & Utilization Analysis Department – 1997-1999

- Established and supervised a new department responsible for financial and utilization analysis for Hospitals and Physicians located in Maine and New Hampshire.
- Created financial models and scenario analysis supporting contract negotiations with Hospitals and Physicians.

Suzanne Bagdasarian

Page 2

Financial & Utilization Analyst- 1994 – 1997

- Monitored medical expenses and utilization patterns identifying cost saving opportunities.
- Produced, analyzed, and presented financial and utilization data to Senior Management and external Hospitals and Physicians.

1993 – 1994 Federal Deposit Insurance Corporation, Franklin MA

Staff Accountant

- Responsible for daily and monthly account receivable posting and reconciliation.
- Performed internal audits of field offices and external bank audits.

Education

M.B.A., Economics, 1999, Bentley College, Waltham MA

B.S., Accounting & Business Management, 1991, Rivier College, Nashua, NH

Tammy Smith

Objective: To obtain a full time position.

Experience:

Life Coach

4/2010 - present

LifeShare Dover, NH

- Provide day program services to adults with disabilities.
- Mandt Certified
- Responsible for writing activity schedules.

(additional job responsibilities: 6/25/2012-7/31/2012 Temporary Program Manager

As well as 8/1/2012-9/7/2012 Temporary Associate Director.)

Homemaker

1/2009 - 4/2010

Area Homecare Portsmouth, NH

- Provided support to elderly and or disabled people in their homes.
- Conducted safety Assessments.
- Wrote daily contact notes, highlighted areas of concern.

Case Manager

3/1999- 9/2002

Strafford Guidance Center - Rochester, NH

- Managed a case load of 30 plus individuals with chronic mental illness.
- Provided supportive counseling and crisis intervention.
- Wrote treatment plans based on clients goals.

Sales Clerk

2/03-11/10

Liar's Paradise-Nottingham, NH

Skills Instructor / Paraprofessional

1/97 - 3/99

Easter Seals - Portsmouth, NH and Epping NH

- Supported students through a school to work program.
- Provided day program services to adults with disabilities.
- Facilitated group activities to increase peer socialization.

Education

UNH Durham, NH

1994 - 1996

Bachelors Degree In Social Work

Transferred to UNH with an Associate Degree in Human Services.

References:

Alden Gregory

-Former supervisor at Lifeshare.

Phone: 802-282-8928

Jaylon Curry

-Former Supervisor at Lifeshare.

Phone: 802-578-3174

Steve Bailou

-Former supervisor at Strafford Guidance Center.

Phone: 603-315-5182

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners

Name of Program/Service: ServiceLink Aging & Disability Resource Center Services

BUDGET PERIOD:	7/1/22 - 6/30/24		
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Collins, Brian, Executive Director	\$246,552	0.00%	\$0.00
Kozak, Christopher, C. O. O.	\$106,090	0.00%	\$0.00
Bagdasarian, Suzanne, C.F.O.	\$133,900	0.00%	\$0.00
Smith, Tammy, Resource Center Program Director	\$83,000	50.00%	\$41,500.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$41,500.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, even if no salary is paid from the contract. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

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Lori A. Shilbette
Commissioner

Deborah D. Scheetz
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 31, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24, Governor Sununu has authorized the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into **Retroactive** amendments to existing contracts with the Contractors listed below for Aging and Disability Resource Center ServiceLink services in ten (10) geographic areas of the state to provide funds to purchase COVID-19 protective supplies by increasing the total price limitation by \$48,374.00 from \$6,443,554.02 to \$6,491,928.02 with no change to the contract completion dates of June 30, 2022, effective retroactive to July 1, 2020. 57% Federal Funds. 43% General Funds.

The original contracts were approved by Governor and Council on May 20, 2020, Item #18.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	177278	Rockingham and Strafford County	\$1,878,961.60	\$14,515.00	\$1,893,476.60
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Merrimack County	\$655,231.64	\$5,322.00	\$660,553.64
Easter Seals New Hampshire, Inc.	177204	Hillsborough County excluding Antrim, Bennington, Frankestown,	\$821,625.24	\$13,068.00	\$834,693.24

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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		Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County			
Grafton County Senior Citizens Council, Inc.	177675	Grafton County	\$645,745.58	\$3,385.00	\$649,130.58
Partnership for Public Health	165635	Belknap and Carroll County	\$879,649.94	\$5,318.00	\$884,967.94
Monadnock Collaborative	159303	Cheshire County, Sullivan County, and Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$1,185,966.42	\$5,318.00	\$1,191,284.42
Tri-County Community Action Program	177195	Coos County	\$376,373.60	\$1,448.00	\$377,821.60
		Total:	\$6,443,554.02	\$48,374.00	\$6,491,928.02

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

See attached fiscal details

EXPLANATION

These amendments are **Retroactive** because the Contractors incurred expenses related to delivering services during the COVID-19 State of Emergency that were not anticipated when the current contracts were submitted for approval.

The purpose of these amendments is to provide additional funding for ServiceLink Aging and Disability Resource Center services, State Health Insurance Assistance Program Trainer services, and Medicaid Eligibility Coordinator services. Contractors will purchase COVID-19

His Excellency, Governor Christopher T. Sununu
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protective supplies such as portable free standing sneeze guards, wall mounted hand sanitizers, face masks, and face shields in order to provide services safely during the current COVID-19 State of Emergency.

ServiceLink Resource Centers are a statewide network of community-based resources for older individuals and adults living with disabilities and their families. The ServiceLink Resource Centers are available to anyone who needs assistance, guidance, help finding services, or support to live independently. ServiceLink partners will promote the independence and well-being of the people they serve at locally based offices and many satellites throughout New Hampshire.

Area served: Statewide.

Source of Funds: CFDA #93.667 FAIN2001NHSOSR, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.052 FAIN2001NHOAFC-02, CFDA# 93.77 MEDICAID, CFDA #93.324 FAIN90SA0003-02-03, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.071 FAIN2001NHMISH-00, and CFDA #93.791, FAIN 1LICMS300148-01-10.

Respectfully submitted,



Lori A. Shibinette
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
SFY21-22

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS.
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$257,930.64	\$1,320.00	\$259,250.64
545-500387	I & R Contracts	2021	\$15,685.18	\$0.00	\$15,685.18
570-500928	Family Caregiver	2021	\$54,000.00	\$0.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$257,930.64	\$0.00	\$257,930.64
545-500387	I & R Contracts	2022	\$15,685.18	\$0.00	\$15,685.18
570-500928	Family Caregiver	2022	\$54,000.00	\$0.00	\$54,000.00
		Subtotal	\$655,231.64	\$1,320.00	\$656,551.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$182,367.93	\$960.00	\$183,327.93
545-500387	I & R Contracts	2021	\$11,009.79	\$0.00	\$11,009.79
570-500928	Family Caregiver	2021	\$27,000.00	\$0.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$182,367.93	\$0.00	\$182,367.93
545-500387	I & R Contracts	2022	\$11,009.79	\$0.00	\$11,009.79
570-500928	Family Caregiver	2022	\$27,000.00	\$0.00	\$27,000.00
		Subtotal	\$440,735.44	\$960.00	\$441,715.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$450,539.75	\$2,640.00	\$453,179.75
545-500387	I & R Contracts	2021	\$26,393.33	\$0.00	\$26,393.33
570-500928	Family Caregiver	2021	\$67,000.00	\$0.00	\$67,000.00
102-500734	Contracts for Program Services	2022	\$450,539.75	\$0.00	\$450,539.75
545-500387	I & R Contracts	2022	\$26,393.33	\$0.00	\$26,393.33
570-500928	Family Caregiver	2022	\$67,000.00	\$0.00	\$67,000.00
		Subtotal	\$1,087,866.16	\$2,640.00	\$1,090,506.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$340,599.58	\$3,240.00	\$343,839.58
545-500387	I & R Contracts	2021	\$16,213.04	\$0.00	\$16,213.04
570-500928	Family Caregiver	2021	\$54,000.00	\$0.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$340,599.58	\$0.00	\$340,599.58
545-500387	I & R Contracts	2022	\$16,213.04	\$0.00	\$16,213.04
570-500928	Family Caregiver	2022	\$54,000.00	\$0.00	\$54,000.00
		Subtotal	\$821,625.24	\$3,240.00	\$824,865.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$264,726.97	\$840.00	\$265,566.97
545-500387	I & R Contracts	2021	\$17,645.82	\$0.00	\$17,645.82
570-500928	Family Caregiver	2021	\$40,500.00	\$0.00	\$40,500.00
102-500734	Contracts for Program Services	2022	\$264,726.97	\$0.00	\$264,726.97
545-500387	I & R Contracts	2022	\$17,645.82	\$0.00	\$17,645.82
570-500928	Family Caregiver	2022	\$40,500.00	\$0.00	\$40,500.00
		Subtotal	\$645,745.58	\$840.00	\$646,585.58

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$337,107.04	\$1,320.00	\$338,427.04
545-500387	I & R Contracts	2021	\$21,717.93	\$0.00	\$21,717.93
570-500928	Family Caregiver	2021	\$81,000.00	\$0.00	\$81,000.00
102-500734	Contracts for Program Services	2022	\$337,107.04	\$0.00	\$337,107.04

545-500387	I & R Contracts	2022	\$21,717.93	\$0.00	\$21,717.93
570-500928	Family Caregiver	2022	\$81,000.00	\$0.00	\$81,000.00
		Subtotal	\$879,649.94	\$1,320.00	\$880,969.94

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$468,735.81	\$1,320.00	\$470,055.81
545-500387	I & R Contracts	2021	\$31,747.40	\$0.00	\$31,747.40
570-500928	Family Caregiver	2021	\$67,500.00	\$0.00	\$67,500.00
102-500734	Contracts for Program Services	2022	\$468,735.81	\$0.00	\$468,735.81
545-500387	I & R Contracts	2022	\$31,747.40	\$0.00	\$31,747.40
570-500928	Family Caregiver	2022	\$67,500.00	\$0.00	\$67,500.00
		Subtotal	\$1,135,966.42	\$1,320.00	\$1,137,286.42

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$150,780.29	\$360.00	\$151,140.29
545-500387	I & R Contracts	2021	\$10,406.51	\$0.00	\$10,406.51
570-500928	Family Caregiver	2021	\$27,000.00	\$0.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$150,780.29	\$0.00	\$150,780.29
545-500387	I & R Contracts	2022	\$10,406.51	\$0.00	\$10,406.51
570-500928	Family Caregiver	2022	\$27,000.00	\$0.00	\$27,000.00
		Subtotal	\$376,373.60	\$360.00	\$376,733.60

Total 9565	\$6,043,214.02	\$12,000.00	\$6,055,214.02
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05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT- (100% Federal Funds - SHIP Trainer - 3 Sources)

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$25,000.00	\$0.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$25,000.00	\$0.00	\$25,000.00
		Subtotal	\$50,000.00	\$0.00	\$50,000.00

Total 3317	\$50,000.00	\$0.00	\$50,000.00
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05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON (100% Federal Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$87,585.00	\$0.00	\$87,585.00

Total 8920	\$87,585.00	\$0.00	\$87,585.00
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05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, (50% Federal Funds, 50% General Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$175,170.00	\$0.00	\$175,170.00
		Subtotal	\$262,755.00	\$0.00	\$262,755.00

Total 2164	\$262,755.00	\$0.00	\$262,755.00
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05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; IHHS: ELDERLY AND ADULT
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ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICES GRANTS
(100% Federal Funds - SHIP Admin)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$4,002.00	\$4,002.00
		Subtotal	\$0.00	\$4,002.00	\$4,002.00

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$2,909.00	\$2,909.00
		Subtotal	\$0.00	\$2,909.00	\$2,909.00

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$8,006.00	\$8,006.00
		Subtotal	\$0.00	\$8,006.00	\$8,006.00

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$9,828.00	\$9,828.00
		Subtotal	\$0.00	\$9,828.00	\$9,828.00

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$2,545.00	\$2,545.00
		Subtotal	\$0.00	\$2,545.00	\$2,545.00

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$3,998.00	\$3,998.00
		Subtotal	\$0.00	\$3,998.00	\$3,998.00

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$3,998.00	\$3,998.00
		Subtotal	\$0.00	\$3,998.00	\$3,998.00

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$1,088.00	\$1,088.00
		Subtotal	\$0.00	\$1,088.00	\$1,088.00

Total 8925			\$0.00	\$36,374.00	\$36,374.00
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Summary by Vendor by Year (OPTIONAL SERVICES SEPARATE)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$327,615.82	\$5,322.00	\$332,937.82
	2022	\$327,615.82	\$0.00	\$327,615.82
	Subtotal	\$655,231.64	\$5,322.00	\$660,553.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$220,377.72	\$3,869.00	\$224,246.72
	2022	\$220,377.72	\$0.00	\$220,377.72
	Subtotal	\$440,755.44	\$3,869.00	\$444,624.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$543,933.08	\$10,646.00	\$554,579.08
	2022	\$543,933.08	\$0.00	\$543,933.08
	Subtotal	\$1,087,866.16	\$10,646.00	\$1,098,512.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$410,812.62	\$13,068.00	\$423,880.62
	2022	\$410,812.62	\$0.00	\$410,812.62
	Subtotal	\$821,625.24	\$13,068.00	\$834,693.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$322,872.79	\$3,385.00	\$326,257.79
	2022	\$322,872.79	\$0.00	\$322,872.79
	Subtotal	\$645,745.58	\$3,385.00	\$649,130.58

Lakes Region Partnership for Public Health (Vendor # 165635)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$439,824.97	\$5,318.00	\$445,142.97
	2022	\$439,824.97	\$0.00	\$439,824.97
	Subtotal	\$879,649.94	\$5,318.00	\$884,967.94

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$567,983.21	\$5,318.00	\$573,301.21
	2022	\$567,983.21	\$0.00	\$567,983.21
	Subtotal	\$1,135,966.42	\$5,318.00	\$1,141,284.42

Tri County Community Action Program, Inc. (Vendor # 177195)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$188,186.80	\$1,448.00	\$189,634.80
	2022	\$188,186.80	\$0.00	\$188,186.80
	Subtotal	\$376,373.60	\$1,448.00	\$377,821.60

Monadnock Collaborative (Vendor # 159303) OTHER SERVICES

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$25,000.00	\$0.00	\$25,000.00
	2022	\$25,000.00	\$0.00	\$25,000.00
	Subtotal	\$50,000.00	\$0.00	\$50,000.00

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278) OTHER SERVICES

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$175,170.00	\$0.00	\$175,170.00
	2022	\$175,170.00	\$0.00	\$175,170.00
	Subtotal	\$350,340.00	\$0.00	\$350,340.00

Grand Total SFY21	2021	\$3,221,777.01	\$48,374.00	\$3,270,151.01
Grand Total SFY22	2022	\$3,221,777.01	\$0.00	\$3,221,777.01
Total Contract		\$6,443,554.02	\$48,374.00	\$6,491,928.02

ACCOUNTING UNIT SUMMARY

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVS.
 IHHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$2,452,788.01	\$12,000.00	\$2,464,788.01
545-500387	I & R Contracts	2021	\$150,819.00	\$0.00	\$150,819.00
570-500928	Family Caregiver	2021	\$418,000.00	\$0.00	\$418,000.00
102-500734	Contracts for Program Services	2022	\$2,452,788.01	\$0.00	\$2,452,788.01
545-500387	I & R Contracts	2022	\$150,819.00	\$0.00	\$150,819.00
570-500928	Family Caregiver	2022	\$418,000.00	\$0.00	\$418,000.00
	Subtotal		\$6,043,214.02	\$12,000.00	\$6,055,214.02

05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT-
(100% Federal Funds - SIIP Trainer - 3 Sources)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$25,000.00	\$0.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$25,000.00	\$0.00	\$25,000.00
	Subtotal		\$50,000.00	\$0.00	\$50,000.00

05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON
(50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
	Subtotal		\$87,585.00	\$0.00	\$87,585.00

05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES,
(50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$175,170.00	\$0.00	\$175,170.00
	Subtotal		\$262,755.00	\$0.00	\$262,755.00

05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICES GRANTS
(100% Federal Funds - SIIP Admin)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$36,374.00	\$36,374.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
	Subtotal		\$0.00	\$36,374.00	\$36,374.00

Grand Total SFY21	2021	\$3,221,777.01	\$48,374.00	\$3,270,151.01
Grand Total SFY22	2022	\$3,221,777.01	\$0.00	\$3,221,777.01
Total Contract		\$6,443,554.02	\$48,374.00	\$6,491,928.02



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
ServiceLink Aging and Disability Resource Center Services Contract**

This 1st Amendment to the ServiceLink Aging and Disability Resource Center Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Behavioral Health and Developmental Services of Strafford County, Inc, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at One Forum Ct Crosby Rd, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 20, 2020, (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37, General Provisions, Block 1.4, Contractor Address, to read:
One Forum Ct. Crosby Rd
Dover, NH 03820
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,893,476.60.
3. Modify Exhibit C-1 Budget by replacing in its entirety with Exhibit C-1 Amendment #1 Budget, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be retroactively effective to July 1, 2020, subject to the Governor's approval issued under Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24.

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

State of New Hampshire
Department of Health and Human Services

1/19/2021
Date

DocuSigned by:
Deborah D. Scheetz
Name: Deborah D. Scheetz
Title: Director Division of Long Term Supports and Services

Behavioral Health and Developmental Services
of Strafford County, Inc

1/19/2021
Date

DocuSigned by:
Kathleen Boisclair
Name: Kathleen Boisclair
Title: Board President



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

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

OFFICE OF THE ATTORNEY GENERAL

1/30/2021

Date

DocuSigned by:

Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment received Governor approval issued under Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24.

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

FINANCIAL DETAIL ATTACHMENT SHEET
SFY21-22

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS.
1115: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$257,930.64	\$257,930.64
545-500387	I & R Contracts	2021	\$0.00	\$15,685.18	\$15,685.18
570-500928	Family Caregiver	2021	\$0.00	\$54,000.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$257,930.64	\$257,930.64
545-500387	I & R Contracts	2022	\$0.00	\$15,685.18	\$15,685.18
570-500928	Family Caregiver	2022	\$0.00	\$54,000.00	\$54,000.00
	Subtotal		\$0.00	\$655,231.64	\$655,231.64

STRAFFORD- Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$182,367.93	\$182,367.93
545-500387	I & R Contracts	2021	\$0.00	\$11,009.79	\$11,009.79
570-500928	Family Caregiver	2021	\$0.00	\$27,000.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$182,367.93	\$182,367.93
545-500387	I & R Contracts	2022	\$0.00	\$11,009.79	\$11,009.79
570-500928	Family Caregiver	2022	\$0.00	\$27,000.00	\$27,000.00
	Subtotal		\$0.00	\$440,755.44	\$440,755.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$450,539.75	\$450,539.75
545-500387	I & R Contracts	2021	\$0.00	\$26,393.33	\$26,393.33
570-500928	Family Caregiver	2021	\$0.00	\$67,000.00	\$67,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$450,539.75	\$450,539.75
545-500387	I & R Contracts	2022	\$0.00	\$26,393.33	\$26,393.33
570-500928	Family Caregiver	2022	\$0.00	\$67,000.00	\$67,000.00
	Subtotal		\$0.00	\$1,087,866.17	\$1,087,866.17

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$340,599.58	\$340,599.58
545-500387	I & R Contracts	2021	\$0.00	\$16,213.04	\$16,213.04
570-500928	Family Caregiver	2021	\$0.00	\$54,000.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$340,599.58	\$340,599.58
545-500387	I & R Contracts	2022	\$0.00	\$16,213.04	\$16,213.04
570-500928	Family Caregiver	2022	\$0.00	\$54,000.00	\$54,000.00
	Subtotal		\$0.00	\$821,625.24	\$821,625.24

Crafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$264,726.97	\$264,726.97
545-500387	I & R Contracts	2021	\$0.00	\$17,645.82	\$17,645.82
570-500928	Family Caregiver	2021	\$0.00	\$40,500.00	\$40,500.00
102-500734	Contracts for Program Services	2022	\$0.00	\$264,726.97	\$264,726.97
545-500387	I & R Contracts	2022	\$0.00	\$17,645.82	\$17,645.82
570-500928	Family Caregiver	2022	\$0.00	\$40,500.00	\$40,500.00
	Subtotal		\$0.00	\$645,745.58	\$645,745.58

Lakes Region Partnership for Public Health (Vendor # 164635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$337,107.04	\$337,107.04
545-500387	I & R Contracts	2021	\$0.00	\$21,717.93	\$21,717.93
570-500928	Family Caregiver	2021	\$0.00	\$81,000.00	\$81,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$337,107.04	\$337,107.04
545-500387	I & R Contracts	2022	\$0.00	\$21,717.93	\$21,717.93
570-500928	Family Caregiver	2022	\$0.00	\$81,000.00	\$81,000.00
	Subtotal		\$0.00	\$879,649.94	\$879,649.94

Monadnock Collaborative (Vendor # 159203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$468,735.81	\$468,735.81
545-500387	I & R Contracts	2021	\$0.00	\$31,747.40	\$31,747.40
570-500928	Family Caregiver	2021	\$0.00	\$67,500.00	\$67,500.00
102-500734	Contracts for Program Services	2022	\$0.00	\$468,735.81	\$468,735.81
545-500387	I & R Contracts	2022	\$0.00	\$31,747.40	\$31,747.40
570-500928	Family Caregiver	2022	\$0.00	\$67,500.00	\$67,500.00
	Subtotal		\$0.00	\$1,135,966.42	\$1,135,966.42

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$150,780.29	\$150,780.29
545-500387	I & R Contracts	2021	\$0.00	\$10,406.51	\$10,406.51
570-500928	Family Caregiver	2021	\$0.00	\$27,000.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$150,780.29	\$150,780.29
545-500387	I & R Contracts	2022	\$0.00	\$10,406.51	\$10,406.51
570-500928	Family Caregiver	2022	\$0.00	\$27,000.00	\$27,000.00
	Subtotal		\$0.00	\$376,373.60	\$376,373.60

Total 9565	\$0.00	\$6,043,214.03	\$6,043,214.03
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05-95-48-101010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT. (100% Federal Funds - SHIP Trainee - 3 Sources)

Monadnock Collaborative (Vendor # 159203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$25,000.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$0.00	\$25,000.00	\$25,000.00
	Subtotal		\$0.00	\$50,000.00	\$50,000.00

Total 3317	\$0.00	\$50,000.00	\$50,000.00
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05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON (100% Federal Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$87,585.00	\$87,585.00
Total 8920			\$0.00	\$87,585.00	\$87,585.00

05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, (50% Federal Funds, 50% General Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$175,170.00	\$175,170.00
		Subtotal	\$0.00	\$262,755.00	\$262,755.00
Total 2164			\$0.00	\$262,755.00	\$262,755.00

Summary by Vendor by Year (OPTIONAL SERVICES SEPARATE)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$327,615.82	\$327,615.82
	2022	\$0.00	\$327,615.82	\$327,615.82
	Subtotal	\$0.00	\$655,231.64	\$655,231.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$220,377.72	\$220,377.72
	2022	\$0.00	\$220,377.72	\$220,377.72
	Subtotal	\$0.00	\$440,755.44	\$440,755.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$543,933.08	\$543,933.08
	2022	\$0.00	\$543,933.08	\$543,933.08
	Subtotal	\$0.00	\$1,087,866.16	\$1,087,866.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$410,812.62	\$410,812.62
	2022	\$0.00	\$410,812.62	\$410,812.62
	Subtotal	\$0.00	\$821,625.24	\$821,625.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$322,872.79	\$322,872.79
	2022	\$0.00	\$322,872.79	\$322,872.79
	Subtotal	\$0.00	\$645,745.58	\$645,745.58

Lakes Region Partnership for Public Health (Vendor # 165635)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$439,824.97	\$439,824.97
	2022	\$0.00	\$439,824.97	\$439,824.97
	Subtotal	\$0.00	\$879,649.94	\$879,649.94

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$567,983.21	\$567,983.21
	2022	\$0.00	\$567,983.21	\$567,983.21
	Subtotal	\$0.00	\$1,135,966.42	\$1,135,966.42

Tri-County Community Action Program, Inc. (Vendor # 177195)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$188,186.80	\$188,186.80
	2022	\$0.00	\$188,186.80	\$188,186.80
	Subtotal	\$0.00	\$376,373.60	\$376,373.60

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$25,000.00	\$25,000.00
	2022	\$0.00	\$25,000.00	\$25,000.00
	Subtotal	\$0.00	\$50,000.00	\$50,000.00

Behavioral Health & Development Services of Stratford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$175,170.00	\$175,170.00
	2022	\$0.00	\$175,170.00	\$175,170.00
	Subtotal	\$0.00	\$350,340.00	\$350,340.00

Grand Total SFY21	2021	\$0.00	\$3,221,777.01	\$3,221,777.01
Grand Total SFY22	2022	\$0.00	\$3,221,777.01	\$3,221,777.01
Total Contract		\$0.00	\$6,443,554.02	\$6,443,554.02

ACCOUNTING UNIT SUMMARY

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS.
 IIIIS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$2,452,788.01	\$2,452,788.01
545-500387	I & R Contracts	2021	\$0.00	\$150,819.00	\$150,819.00
570-500928	Family Caregiver	2021	\$0.00	\$418,000.00	\$418,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$2,452,788.01	\$2,452,788.01
545-500387	I & R Contracts	2022	\$0.00	\$150,819.00	\$150,819.00
570-500928	Family Caregiver	2022	\$0.00	\$418,000.00	\$418,000.00
	Subtotal		\$0.00	\$6,043,214.02	\$6,043,214.02

05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS, IIIIS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT-
 (100% Federal Funds - SHIP Trainer - 3 Sources)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$25,000.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$0.00	\$25,000.00	\$25,000.00
	Subtotal		\$0.00	\$50,000.00	\$50,000.00

05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS, IIIIS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON
 (50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
	Subtotal		\$0.00	\$87,585.00	\$87,585.00

05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS, IIIIS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES,
 (50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$175,170.00	\$175,170.00
	Subtotal		\$0.00	\$175,170.00	\$175,170.00

Grand Total SFY21	2021	\$0.00	\$3,221,777.01	\$3,221,777.01
Grand Total SFY22	2022	\$0.00	\$3,221,777.01	\$3,221,777.01
Total Contract		\$0.00	\$6,443,554.02	\$6,443,554.02



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

ServiceLink Aging and Disability
 Resource Center Services

RFA-2021-DLTSS-08-SERVI

RFA Name

RFA Number

Reviewer Names

Bidder Name

1. Behavioral Health and Developmental Services, Inc. - Rockingham
2. Behavioral Health and Developmental Services, Inc. - Strafford
3. Behavioral Health and Developmental Services, Inc. - Eligibility Coordinator
4. Community Action Program Belknap-Merrimack, Inc. - Merrimack
5. Easter Seals New Hampshire - Hillsborough
6. Grafton County Senior Citizens Council, Inc. - Grafton
7. Monadnock Collaborative - Grafton
8. Monadnock Collaborative - Hillsborough
9. Monadnock Collaborative - Monadnock
10. Monadnock Collaborative - Sullivan
11. Monadnock Collaborative - Trainer
12. Partnership for Public Health - Belknap
13. Partnership for Public Health - Carroll
14. Partnership for Public Health - Coos
15. Tri-County Community Action Program, Inc. - Coos

Pass/Fail	Maximum Points	Actual Points
	105	99
	105	104
	45	45
	105	96
	105	104
	105	99
	105	81
	105	81
	105	98
	105	98
	45	39
	105	99
	105	100
	105	92
	105	100

1. Thom O'Connor
2. Abigail Conger
3. Jean Crouch
4. Shawn Martin
5. Kerrigh Shroeder

Subject: ServiceLink Aging and Disability Resource Center Services RFA-2021-DLTSS-08-SERVI-01

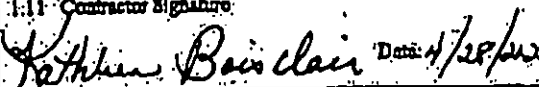
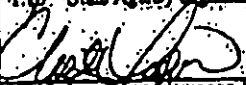
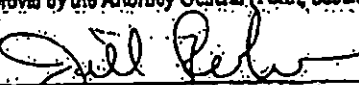
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION:

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3437	
1.3 Contractor Name Behavioral Health and Developmental Services of Strafford County, Inc.		1.4 Contractor Address 113 Crosby Road, Dover, NH 03820	
1.5 Contractor Phone Number (603) 516-9300	1.6 Account Number See Attachment	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$1,878,961.60
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 4/28/2020		1.12 Name and Title of Contractor Signatory Kathleen Boisclair, President	
1.13 State Agency Signature  Date: 5/11/2020		1.14 Name and Title of State Agency Signatory Christine Tegen, Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, Da: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/8/2020			
1.17 Approval by the Governor and Executive Council (if applicable) O&C Item number: _____ O&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 of 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 K B
Date 7/25/20

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.



New Hampshire Department of Health and Human Services

RFA-2021-DLTSS-08-SERVI-01

Attachment to Form P-37 Block 1.6 Account Number

1.6 Account Number

05-95-48-481010-95650000-102-500734

05-95-48-481010-95650000-545-500387

05-95-48-481010-95650000-570-500928

05-95-48-481010-89200000-102-500734

05-95-48-482010-21640000-102-500734

New Hampshire Department of Health and Human Services
RFA-2021-DLTSS-08-SERVI-01



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor & Executive Council approval or July 1, 2020, whichever is later ("Effective Date").

1.2. 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 years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. 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
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EXHIBIT B

1. Provisions Applicable to All Services

- 1.1. 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 meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in Strafford County and Rockingham County.
- 1.5. The Contractor shall provide Medicaid Eligibility Coordinator services statewide.
- 1.6. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.6.1. Serve as a highly visible and trusted place for people of all ages to turn to for objective and unbiased information on the full range of long term care supports and services.
 - 1.6.2. Promote awareness of the various options available to people in their community.
 - 1.6.3. Link individuals with needed services
 - 1.6.4. Provide person-centered one-on-one assistance and decision support to individuals.
 - 1.6.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
 - 1.6.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.
 - 1.6.7. Serve all adults regardless of physical, intellectual or development disability or mental illness.
 - 1.6.8. Provide information regarding community-based long-term supports and services.
 - 1.6.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded

New Hampshire Department of Health and Human Services
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EXHIBIT B

community-based Long Term Support Service (LTSS) options, regardless of point of entry.

1.7. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:

- 1.7.1. Meet the needs of individuals.
- 1.7.2. Are sustained throughout the geographic area.
- 1.7.3. Produce measurable results.

2. Scope of Work

2.1. Service Link Administrative Requirements

2.1.1. General Requirements

2.1.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:

- 2.1.1.1.1. Operate as an independent program.
- 2.1.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
- 2.1.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.
- 2.1.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.

2.1.1.2. The Contractor shall occupy an independent office space that, at a minimum:

- 2.1.1.2.1. Is an easily accessible area and location.
- 2.1.1.2.2. Meets all applicable state and local building rules and ordinances.
- 2.1.1.2.3. Has sufficient space that includes, but is not limited to:
- 2.1.1.2.4. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.
- 2.1.1.2.5. A confidential meeting room to accommodate a minimum of three (3) individuals.
- 2.1.1.2.6. Has barrier-free/handicap access.
- 2.1.1.2.7. Appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:

2.1.1.2.7.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.

New Hampshire Department of Health and Human Services
RFA-2021-DLTSS-08-SERVI-01



EXHIBIT B

- 2.1.1.2.7.2. The New Hampshire Department of Military Affairs and Veterans Services.
- 2.1.1.2.8. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.1.4.2.1. Scheduling meetings.
 - 2.1.1.4.2.2. Inviting participants.
 - 2.1.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.1.4.2.5. Recording minutes from each meeting.
 - 2.1.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) days after each meeting.
 - 2.1.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, including but not limited to:
 - 2.1.1.4.3.1. State or regional hospital.
 - 2.1.1.4.3.2. Senior centers.
 - 2.1.1.4.3.3. Physician practices.
 - 2.1.1.4.3.4. Home health agencies.

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- 2.1.1.4.3.5. Community mental health centers.
- 2.1.1.4.3.6. Municipal health and welfare providers.
- 2.1.1.4.3.7. Brain Injury Associations.
- 2.1.1.4.3.8. Centers for Independent Living.
- 2.1.1.4.3.9. Department of Military Affairs and Veteran Services.
- 2.1.1.4.3.10. Adult Protective Services.
- 2.1.1.4.3.11. Information and referral/2-1-1 programs.
- 2.1.1.4.3.12. Regional Public Health Networks.
- 2.1.1.4.3.13. Other community-based organizations.
- 2.1.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
- 2.1.1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.1.1.6. The Contractor shall maintain a waitlist of individuals who have been determined as eligible for Medicaid/Medicare supports and services, and/or other publically funded supports and services due to unavailability of funding or resources. The Contractor shall:
 - 2.1.1.6.1. Document information in the Refer 7 system for each individual waiting for services, in accordance with Department policies and procedures.
 - 2.1.1.6.2. Monitor the wait time for individuals to receive services, from the date of initial contact with ServiceLink to the date individuals receive services for which they are eligible.
 - 2.1.1.6.3. Provide quarterly reports to the Department that include, but are not limited to:
 - 2.1.1.6.3.1. The wait time for each individual by the type of service.
 - 2.1.1.6.3.2. Reason for wait time.
- 2.1.1.7. The Contractor shall conduct consumer satisfaction surveys on a quarterly basis to measure consumer satisfaction with delivered services. The Contractor shall:
 - 2.1.1.7.1. Utilize the Department's approved survey tool.
 - 2.1.1.7.2. Distribute the survey to consumers as directed by the Department.
 - 2.1.1.7.3. Collect completed surveys.

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- 2.1.1.7.4. Enter each completed survey into an online database as directed by the Department.
- 2.1.2. Outreach and Education Services
 - 2.1.2.2. The Contractor shall deliver outreach and education services to promote ServiceLink services.
 - 2.1.2.3. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.
 - 2.1.2.4. The Contractor shall submit an outreach and marketing plan to the Department for review and approval within sixty (60) days of the contract effective date which shall include, but is not limited to:
 - 2.1.2.4.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.
 - 2.1.2.4.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
 - 2.1.2.4.3. Strategies to assess the effectiveness of outreach and marketing activities.
 - 2.1.2.4.4. Feedback loops to monitor and modify outreach and marketing activities as needed.
- 2.2. Consumer Information, Referral and Counseling Services
 - 2.2.1. Information and Referral/Assistance Plan (I&R/A)
 - 2.2.1.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:
 - 2.2.1.1.1. A description of all systematic processes to ensure consistent delivery of services.
 - 2.2.1.1.2. All services and resources available to the population of the geographic region.
 - 2.2.1.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.
 - 2.2.1.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer 7.5 Manual, and as amended.

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- 2.2.1.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).
- 2.2.1.5. The Contractor shall utilize the Refer 7 database to provide the most current information available to clients.
- 2.2.1.6. The Contractor shall provide Refer 7 Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer 7.5 Manual, and as amended.
- 2.2.1.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
- 2.2.1.8. The Contractor shall ensure staff:
 - 2.2.1.8.1. Attend outreach and education trainings, as directed by the Department.
- 2.2.1.9. Are trained in safeguarding the confidentiality of all clients as required by state and federal laws.
- 2.2.2. Transition Support Services
 - 2.2.2.1. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings.
 - 2.2.2.2. The Contractor shall assist individuals with the transition from acute care settings into their homes/communities.
 - 2.2.2.3. The Contractor shall assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
 - 2.2.2.4. The Contractor shall assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
 - 2.2.2.5. The Contractor shall assist individuals with accessing LTSS in order to transition back to the community.
 - 2.2.2.6. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
 - 2.2.2.7. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.
- 2.2.3. Specialized Care Transition Counseling
 - 2.2.3.1. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:
 - 2.2.3.1.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully

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facilitate the transition of individuals from acute care settings back to their homes.

- 2.2.3.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contract shall:
 - 2.2.3.2.1. Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems.
 - 2.2.3.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
 - 2.2.3.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, and coordination.
 - 2.2.3.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
 - 2.2.3.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
- 2.2.3.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services.
- 2.2.3.4. Engaging individuals while in an acute care setting to assist in transitioning to home and community-based settings, which includes, but is not limited to:
 - 2.2.3.4.1. Facilitating the coordination of services and supports needed for transition.
 - 2.2.3.4.2. Providing individuals with a safe and secure setting.
 - 2.2.3.4.3. Assisting in the prevention of hospital readmission.
- 2.2.3.5. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include but are not limited to:
 - 2.2.3.5.1. Hospital discharge planning meetings.
 - 2.2.3.5.2. Meetings with individuals and family members according to their preferences and goals for transition.
 - 2.2.3.5.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.2.3.5.4. Documenting contacts on behalf of transitioning individuals in the Refer 7 database.

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2.2.3.5.5. Developing transition plans for clients and assist individuals with finding and accessing home and community-based services according to the transition plan.

2.3. Consumer Program Eligibility and Enrollment

2.3.1. Long Term Supports and Services (LTSS) Eligibility Determination Services

2.3.1.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.

2.3.1.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:

2.3.1.2.1. Assisting individuals with determining appropriate payment and delivery of services.

2.3.1.2.2. Providing individuals with financial assessment, as applicable.

2.3.1.2.3. Assisting clients with accessing community-based LTSS programs.

2.3.1.2.4. Developing processes for accessing public LTSS programs.

2.3.1.2.5. Ensuring eligibility documents are completed and submitted to the Department.

2.3.1.2.6. Collaborating with the Department to assess and determine client eligibility.

2.3.1.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.

2.3.1.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.

2.3.1.2.9. Providing additional Person-Centered Options and Counseling to individuals determined ineligible for LTSS, as appropriate.

2.3.1.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.

2.3.1.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.

2.3.1.3. The Contractor shall collaborate with state and community programs that serve Medicare beneficiaries in rural areas to determine program eligibility for individuals seeking services, facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources.

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and education about Medicare via referrals to ServiceLink. State and community programs may include, but are not limited to:

2.3.1.3.1. NH Family Caregiver Program

2.3.1.3.2. State Nutrition Consultant for New Hampshire Meals on Wheels and Congregate Meals.

2.3.1.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence in areas that include, but are not limited to:

2.3.1.4.1. Faith Based Communities and/or Parish Nurses.

2.3.1.4.2. Social Security Administration.

2.3.1.4.3. Low Income housing sites.

2.3.1.4.4. Senior Centers.

2.4. Specialty Program Services

2.4.1. Family Caregiver Support Program Services

2.4.1.1. The Contractor shall provide staffing according to Section 4, Staffing, Subsection 4.4, Paragraph 4.4.7 to conduct client assessments and ongoing home visits.

2.4.1.2. The Contractor shall ensure staff maintain knowledge of current community resources.

2.4.1.3. The Contractor shall ensure:

2.4.1.3.1. A minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC); or

2.4.1.3.2. A minimum of two (2) individuals in the geographic area are trained in the PTC curriculum.

2.4.1.4. The Contractor shall:

2.4.1.4.1. Facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.

2.4.1.4.2. Facilitate caregiver support groups, as needed.

2.4.1.4.3. Collaborate with other caregiver support service agencies within the geographic area.

2.4.1.4.4. Ensure staff attend the Department's Family Caregiver Support Program meetings.

2.4.1.4.5. Conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population.

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- 2.4.1.4.6. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.
- 2.4.1.4.7. Participate in an annual program review as determined by the Department.
- 2.4.1.5. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.4.1.6. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.4.1.7. The Contractor shall train staff on all Family Caregiver Support Program services, policies and procedures.
- 2.4.1.8. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.4.1.9. The Contractor shall provide copies of approved service plans and budgets to the department's Financial Management selected Contractor.
- 2.4.1.10. The Contractor shall comply with the Department policies and procedures relative to fiscal management for ill paying and employer of record services.
- 2.4.2. State Health Insurance Program (SHIP) Assistance
 - 2.4.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
 - 2.4.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through the State Health Insurance Assistance Program (SHIP).
 - 2.4.2.3. The Contractor shall provide staffing in accordance with Section 4, Staffing, Subsection 4.4, Paragraph 4.4.5.
 - 2.4.2.4. The Contractor shall provide personalized counseling services.
 - 2.4.2.5. The Contractor shall provide targeted community outreach in order to:
 - 2.4.2.5.1. Increase consumer understanding of Medicare program benefits.
 - 2.4.2.5.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
 - 2.4.2.6. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
 - 2.4.2.6.1. Assisting individuals with enrolling in appropriate benefit plans.

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- 2.4.2.6.2. Providing continued enrollment assistance in Medicare prescription drug coverage.
- 2.4.2.7. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.
- 2.4.2.8. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently: SHIP Training and Reporting System (STARS).
- 2.4.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services
 - 2.4.3.1. The Contractor shall educate the public on topics that include but are not limited to:
 - 2.4.3.1.1. Part D prescription drugs in rural areas.
 - 2.4.3.1.2. Medicare preventative services.
 - 2.4.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.
 - 2.4.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses by:
 - 2.4.3.2.1. Distributing promotional materials developed by CMS, ACL and the Department.
 - 2.4.3.2.2. Distributing promotional materials developed by CMS, ACL and the Department in order to increase awareness of available Medicare preventive services, that include but are not limited to:
 - 2.4.3.2.3. Wellness prevention screenings.
 - 2.4.3.2.4. Flu Shots.
 - 2.4.3.2.5. Implementing a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month, which includes but is not limited to:
 - 2.4.3.2.6. Mailing introductory letters regarding the program to town offices, housing sites, home health agencies, Faith Based Communities and/or parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
 - 2.4.3.2.7. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic area served.

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- 2.4.3.2.8. Drafting scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
- 2.4.3.2.9. Purchasing media in the local area.
- 2.4.3.3. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
- 2.4.4. Senior Medicare Patrol (SM) Services
 - 2.4.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
 - 2.4.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and education outreach planning.
 - 2.4.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
 - 2.4.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
 - 2.4.4.5. The Contractors shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
 - 2.4.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.
 - 2.4.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
 - 2.4.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.4.5. Veteran Directed Care (VD-Care) a/k/a Veterans Independence Program (VIP)
 - 2.4.5.1. The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VD-Care Program staffing requirements and procedures.
 - 2.4.5.2. The Contractor shall collaborate with and accepting referrals from:

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- 2.4.5.2.1. The White River Junction Veterans Affairs Medical Center.
- 2.4.5.2.2. The Manchester Veterans Affairs Medical Center.
- 2.4.5.3. The Contractor shall establish and maintain an advisory board that includes, but is not limited to, representatives from veterans groups, veterans and families in order to:
 - 2.4.5.3.1. Oversee the VD-Care program
 - 2.4.5.3.2. Receive feedback from stakeholders.
 - 2.4.5.3.3. Provide continuous improvement of the program.
- 2.4.5.4. The Contractor shall contact veterans referred to the VD-Care program by telephone, email, or other recognized means of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.
- 2.4.5.5. The Contractor shall assist veterans to determine the most appropriate services that will meet their needs.
- 2.4.5.6. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
- 2.4.5.7. The Contractor shall assist veterans in meeting LTSS needs, including but not limited to identifying a backup plan for support.
- 2.4.5.8. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
- 2.4.5.9. The Contractor shall monitor veteran budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.
- 2.4.5.10. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.
- 2.4.5.11. The Contractor shall maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.4.5.12. The Contractor shall comply with staff training requirements to provide the VD-Care and Financial Management Services, as applicable.
- 2.4.5.13. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:
 - 2.4.5.13.1. Monthly VD-Care calls.
 - 2.4.5.13.2. VD-Care sponsored trainings.
 - 2.4.5.13.3. VD-Care sponsored webinars.

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- 2.4.5.14. The Contractor shall participate in VAMC quarterly program meetings.
- 2.4.5.15. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.
- 2.5. Medicaid Eligibility Coordinator Services
 - 2.5.1. The Contractor shall ensure Medicaid Eligibility Coordinators provide guidance and support to individuals who are potentially eligible for Medicaid-funded Long Term Community-Based Supports and Services (LTCSS). The Contractor shall:
 - 2.5.1.1. Initiate application process in compliance with LTCSS operating procedures.
 - 2.5.1.2. Contact individuals who are potentially eligible for services to:
 - 2.5.1.2.1. Obtain eligibility determination information.
 - 2.5.1.2.2. Coordinate the completion of the financial, medical and functional assessments using a person-centered approach.
 - 2.5.1.3. Communicate directly with individuals, family members, and other supportive people to initiate involvement with community-based agencies and to assist with the Medicaid eligibility process.
 - 2.5.1.4. Conduct weekly monitoring of the New HEIGHTS database to ensure:
 - 2.5.1.4.1. Cases are updated.
 - 2.5.1.4.2. Authorized Representatives for individuals are identified.
 - 2.5.1.4.3. Department notices are being sent to the person(s) indicated.
 - 2.5.1.5. Maintain office hours at No Wrong Door core partner locations on a rotating schedule.
 - 2.5.1.6. Provide consultation, technical and problem-solving assistance to individuals in the completion of Medicaid applications.
 - 2.5.1.7. Coordinate the collection of necessary functional, medical and financial documentation required for eligibility determination.
 - 2.5.1.8. Coordinate the scheduling of medical, financial, or assessment-related appointments for the purpose of eligibility determination.
 - 2.5.1.9. Following up with individuals to provide appointment reminders relative to Paragraph 2.5.1.8, above.
 - 2.5.2. The Contractor shall ensure Medicaid Eligibility Coordinators conduct personal visits and telephone contacts to provide technical assistance to stakeholders that include, but are not limited to:

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- 2.5.2.1. Department staff.
 - 2.5.2.2. Community Mental Health Center staff.
 - 2.5.2.3. Area Agency staff.
 - 2.5.2.4. ServiceLink staff.
 - 2.5.2.5. Other community partners, as appropriate.
 - 2.5.3. The Contractor shall ensure Medicaid Eligibility Coordinators participate in monthly evaluation meetings to comment and share observations regarding the No Wrong Door System and its partners, and to identify global policy change.
 - 2.5.4. The Contractor shall ensure each Medicaid Eligibility Coordinator maintains contact with the Department's Bureau of Family Assistance, as instructed by the Department.
 - 2.5.5. The Contractor shall maintain a record of each individual to which they provide support and of each individual in need of follow-up contact and support.
- 3. Performance Measures and Reporting Requirements**
- 3.1. ServiceLink Administrative Requirements & Consumer Information and Counseling Services
 - 3.1.1. The Contractor shall provide monthly reports on 100% of staff time spent performing Medicaid allowable activities.
 - 3.1.2. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
 - 3.1.3. The Contractor shall track client data on a quarterly basis, including, but not limited to:
 - 3.1.3.1. Number of individuals served.
 - 3.1.3.2. Types of information/referrals provided to individuals.
 - 3.1.3.3. Total number of individuals pre-screened for financial eligibility for Medicaid funded LTC programs.
 - 3.1.3.4. Total number of individuals who withdraw due to counseling on functional eligibility.
 - 3.1.3.5. Follow-up services performed and frequency of services delivered.
 - 3.1.3.6. Length of contact.
 - 3.1.3.7. Number of individuals who answered "yes" or "no" to the following question: "Have you or a family member ever served in the military?"
 - 3.1.4. The Contract shall enter 100% of surveys received into an online database, as directed by the Department, on a quarterly basis.
 - 3.2. Consumer Eligibility & Enrollment Services
 - 3.2.1. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:

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- 3.2.1.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
- 3.2.1.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
- 3.2.1.3. Systems-level outcomes to include: ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.
 - 3.2.1.3.1. The Contractor shall provide comprehensive quarterly reports to the Department within 30 days of the close of the quarter.
 - 3.2.1.3.2. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services. The Contractor shall have the ability and capacity to generate standard reports, which include, but are not limited to, monthly reports on:
 - 3.2.1.4. Demographics of individuals in need of specialized services.
- 3.2.2. The Contractor shall meet at a minimum the following performance measures:
 - 3.2.2.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
 - 3.2.2.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
 - 3.2.2.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
 - 3.2.2.4. The Contractor shall ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
 - 3.2.2.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
 - 3.2.2.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: Have you or a family member ever served in the military?"
- 3.3. Specialty Program Services
 - 3.3.1. The Contractor submit the NH Family Caregiver Title III-E Federal Report to the Department on an annual basis.
 - 3.3.2. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging.
 - 3.3.3. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department, which must include, but is not limited to:

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- 3.3.3.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum.
- 3.3.3.2. Number of Powerful Tools for Caregivers training session coordinated and/or conducted annually.
- 3.3.3.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers trainings.
- 3.3.3.4. Number of other caregiver specific training sessions coordinated and/or conducted annually.
- 3.3.3.5. Expenditures and expenses for coordinating and conducting other caregiver specific training sessions.
- 3.3.3.6. Number of caregivers and their families who received counseling.
- 3.3.3.7. Number of sessions per caregiver and their families.
- 3.3.3.8. Caregiver Support Group meetings Access Assistance (I&R) activities, which must include, but is not limited to:
 - 3.3.3.8.1. Number of caregivers assisted to obtain access to services and resources in the community.
 - 3.3.3.8.2. Number of sessions per caregiver.
 - 3.3.3.8.3. Number of caregivers referred to agencies.
 - 3.3.3.8.4. A customized report on expenditures and expenses for providing I & R services.
- 3.3.3.9. Community Information sessions and outreach activities to caregiver that provides the public with program information, which must include, but is not limited to:
 - 3.3.3.9.1. Number of activities, including, but not limited to:
 - 3.3.3.9.2. Publications.
 - 3.3.3.9.3. Presentations.
 - 3.3.3.9.4. Media coverage.
 - 3.3.3.9.5. Estimated number of caregivers reached through outreach activities.
 - 3.3.3.9.6. Number of agencies involved with outreach activities.
 - 3.3.3.9.7. Expenditures and expenses for outreach activities.
- 3.3.3.10. Average annual income of caregivers including, but not limited to, those who:
 - 3.3.3.10.1. Receive grants.
 - 3.3.3.10.2. Receive training.
 - 3.3.3.10.3. Receive I & R supports.
 - 3.3.3.10.4. Receive counseling.

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EXHIBIT B

- 3.3.3.10.5. Participate in support groups.
- 3.3.3.11. Supplemental Services, which must include, but is not limited to:
 - 3.3.3.11.1. A narrative description of the service and;
 - 3.3.3.11.2. Total number provided for each service.
- 3.3.4. The Contract shall report on performance measure for SHIP in Section 2, Subsection 2.4, Paragraph 2.4.2., as outlined by the ACL, and as amended and indicated in the table below:

Performance Measure	Reporting Method
3.3.4.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.4.2. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.	To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month. SHIP Group, Team and Medicare forms in STARS
3.3.4.3. Contacts with Medicare beneficiaries under 65 – Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7
3.3.4.4. Hard-to-Reach Contacts – Percentage of Low-Income, rural, and non-native English contacts per total "hard-to-reach" Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7
3.3.4.5. Enrollment Contacts – Percentage of unduplicated enrollment contacts (i.e., contacts with one or more qualifying enrollment topics) discussed per total Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7

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- 3.3.5. The Contractor shall report on information requested by the Department, which includes, but is not limited to:
 - 3.3.5.1. Quarterly SHIP progress reports.
 - 3.3.5.2. Monthly outreach reports.
- 3.3.6. The Contractor shall meet or exceed the performance measures and provide reports for services identified in Section 2, Subsection 2.4, Paragraph 2.4.3.2., Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services as indicated below:

Performance Measure	Reporting Method
3.3.6.1 Increase the number of individuals provided with education about: LIS, MSP, and Medicare prescription drug coverage in rural areas by five (5) percent of the total number enrolled in the programs in the previous twelve 12 months.	To include: Monthly Outreach Activities Reports sent to the Department by the 15 th of each month. SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.6.2 Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services.	Monthly Outreach Activities Report STARS reports to include Client Contacts, Outreach and other activity.
3.3.6.3 Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of one (1) time per month.	Monthly Outreach Activities Report to the Department and entries into STARS reports to the Department.
3.3.6.4 Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings, as required by ACL for quarterly Progress Reports to the Department.

- 3.4. Medicaid Eligibility Coordinator Services
 - 3.4.1. The Contractor shall conduct follow-up appointment reminders with 100% of individual's scheduled for appointments.
 - 3.4.2. The Contractor shall maintain a record of individual contacts for 100% of the individuals served.

4. Staffing

- 4.1. The Contractor shall ensure ServiceLink staff have appropriate credentials, as outlined in Subsection 4.4, below.

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EXHIBIT B

- 4.2. The Contractor shall ensure counseling staff have the requisite skills and certifications to perform Person-Centered Options Counseling consistent with the NWD System within one (1) year of hire.
- 4.3. The Contractor shall follow the National Association of Social Workers' Code of Ethics.
- 4.4. The Contractor shall provide staff as follows:
 - 4.4.1. **Program Manager – One (1) FTE who meets the following certifications within one (1) year of hire:**
 - 4.4.1.1. Alliance of Information Referral Specialist In Aging and Disability (AIRS A/D) certification.
 - 4.4.1.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.1.3. SHIP/SMP certification training and certification.
 - 4.4.1.4. SMP Foundations training and assessment.
 - 4.4.2. **Information and Referral Staff who meet the following requirements within one (1) year of hire:**
 - 4.4.2.1. Alliance of Information Referral Specialist In Aging and Disability (AIRS A/D) certification.
 - 4.4.2.2. Obtain training in Person-Centered Counseling.
 - 4.4.2.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.2.4. SMP Foundations training and assessment.
 - 4.4.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff who meet the following requirements within one (1) year of hire:**
 - 4.4.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.3.2. Obtain training and Certification in Person-Centered Counseling.
 - 4.4.3.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.3.4. SMP Foundations training and assessment.
 - 4.4.4. **4.4.4 Person-Centered Options Counseling Caregiver Staff who meet the following requirements within one (1) year of hire:**
 - 4.4.4.1. Alliance of Information Referral Specialist In Aging and Disability (AIRS A/D) certification.
 - 4.4.4.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.4.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
 - 4.4.4.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor.
 - 4.4.4.5. SMP Foundations training and assessment.
 - 4.4.5. **State Health Insurance Assistance Program (SHIP) Staff who are certified in Alliance of Information Referral Specialist In Aging and Disability (AIRS A/D) within one (1) year of hire and;**

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- 4.4.5.1. Within six (6) months of hire are certified in SHIP training and assessments; and
- 4.4.5.2. Within six (6) months of hire are certified in SMP foundations training and assessment; and
- 4.4.5.3. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
- 4.4.6. Senior Medicare Patrol (SMP) Staff who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;
 - 4.4.6.1. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
 - 4.4.6.2. Within six (6) months of hire are certified in SMP foundations training and assessment.
- 4.4.7. The Contractor shall provide staffing for the NH Family Caregiver Program at no less than 1.25 full-time equivalent (FTE) for Rockingham County and .5 FTE for Strafford County.
- 4.4.8. The Contractors shall provide staffing for the SHIP, SMP, and MIPPA services at no less than 2.25 FTE for Rockingham County and .75 FTE for Strafford County.
- 4.4.9. The Contractor shall provide a minimum of two (2) (FTE) Medicaid Eligibility Coordinators to assist the Department with providing streamlined eligibility for Medicaid Long Term Supports and Services (LTSS).
- 4.5. Criminal Background Check and BEAS State Registry Checks
 - 4.5.1. The selected Applicant shall obtain, at the selected Applicant's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
 - 4.5.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
 - 4.5.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
 - 4.5.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 4.5.2. The selected Vendor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the selected Vendor. The BEAS State Registry check must be provided to the Department upon request by the Department

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5. Additional Terms

5.1. Credits and Copyright Ownership

- 5.1.1. 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."
- 5.1.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.1.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.1.3.1. Brochures.
 - 5.1.3.2. Resource directories.
 - 5.1.3.3. Protocols or guidelines.
 - 5.1.3.4. Posters.
 - 5.1.3.5. Reports.
- 5.1.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 6.1.3. 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

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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.

7. Exhibits Incorporated

- 7.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 7.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 7.3. All Exhibits D through K are attached hereto and incorporated by reference herein.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:

1.1. 56.33%, Federal Funds, by the:

- 1.1.1. United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667), FAIN: 2001NHSOSR; 50% Federal Funds, 50% General Funds.
- 1.1.2. United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 2001NHOAFC-02; 75% Federal Funds, 25% General Funds,
- 1.1.3. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID; 50% Federal Funds, 50% General Funds
- 1.1.4. United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03-01; 100% Federal Funds
- 1.1.5. United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-02-03; 100% Federal Funds
- 1.1.6. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA; (CFDA #93.071), FAIN: 2001NHMISH-00; 100% Federal Funds
- 1.1.7. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID; 50% Federal Funds, 50% General Funds
- 1.1.8. United States Department of Health and Human Services, Money Follows the Person Rebalancing Demonstration (CFDA #93.791), FAIN 1LICMS300148-01-10; 100% Federal Funds.

1.2. 43.67% General funds:

2. For the purposes of this Agreement:

- 2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.

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EXHIBIT C

- 2.2. The Indirect Cost Rate of 2.6% 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 item, as specified in Exhibits C-1, Budget through Exhibit C-2, 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 dhhs.beasinvoices@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
105 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.
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 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting

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EXHIBIT C

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.

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

Worksheet: Budget

New Hampshire Department of Health and Human Services
 Quality Home Behavioral Health and Developmental Services
 Budget Request for FY 2021-22 11-00-0027001
 Division/Unit Aging and Disability Resources - Group Services
 Budget Period: 1/1/21 - 12/31/21

Account	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
1000 - Personnel	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567	1,234,567
2000 - Materials	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456	123,456
3000 - Travel	56,789	56,789	56,789	56,789	56,789	56,789	56,789	56,789	56,789	56,789
4000 - Contractual	789,012	789,012	789,012	789,012	789,012	789,012	789,012	789,012	789,012	789,012
5000 - Equipment	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
6000 - Construction	0	0	0	0	0	0	0	0	0	0
7000 - Information Systems	234,567	234,567	234,567	234,567	234,567	234,567	234,567	234,567	234,567	234,567
8000 - Capital Assets	0	0	0	0	0	0	0	0	0	0
9000 - Other	345,678	345,678	345,678	345,678	345,678	345,678	345,678	345,678	345,678	345,678
Total	2,754,000	2,754,000	2,754,000	2,754,000	2,754,000	2,754,000	2,754,000	2,754,000	2,754,000	2,754,000

Checked by: KLB
Date: 1/25/22

Table B-2 Budget

New Hampshire Department of Health and Human Services

Director's Office Subfund Health and Developmental Services

Budget Request for FY 2014-15, 754-00-0027-001

Budget Line Agency and Division Account - Center Service is

Budget Period: 2013 - 2017

Account	2013	2014	2015	2016	2017
001	0000	0000	0000	0000	0000
002	0000	0000	0000	0000	0000
003	0000	0000	0000	0000	0000
004	0000	0000	0000	0000	0000
005	0000	0000	0000	0000	0000
006	0000	0000	0000	0000	0000
007	0000	0000	0000	0000	0000
008	0000	0000	0000	0000	0000
009	0000	0000	0000	0000	0000
010	0000	0000	0000	0000	0000
011	0000	0000	0000	0000	0000
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100	0000	0000	0000	0000	0000

Approved by: **K.B.**
 Date: **2/25/14**

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor initials K.B.
Date 4/28/20

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 grantees 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.

Behavioral Health & Developmental Services of Strafford County, Inc.

Vendor Name: d/b/a Community Partners

4/28/20
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

New Hampshire Department of Health and Human Services
Exhibit E



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.

Behavioral Health & Developmental Services of Strafford County, Inc.
Vendor Name: d/b/a Community Partners

4/28/20
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

New Hampshire Department of Health and Human Services
Exhibit F



**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

New Hampshire Department of Health and Human Services
Exhibit F



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.

Behavioral Health & Developmental Services of Strafford County, Inc.
Vendor Name: d/b/a Community Partners

4/28/20
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

New Hampshire Department of Health and Human Services
Exhibit G



**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. pl. 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

Vendor initials K.B.

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

Date 4/28/20

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.

Behavioral Health & Developmental Services of Strafford County, Inc.

Vendor Name: d/b/a Community Partners

4/28/20
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

Exhibit G

Vendor Initials K.B.

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

Date 4/28/20

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The 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.

Behavioral Health & Developmental Services of Strafford County, Inc.
Vendor Name: d/b/a Community Partners

4/28/20
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, 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.

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Exhibit I

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

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

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

New Hampshire Department of Health and Human Services



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 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Date 4/28/20

New Hampshire Department of Health and Human Services



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

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Contractor Initials K.B.Date 4/28/20

New Hampshire Department of Health and Human Services



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.

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Contractor Initials K.B.

Date 4/28/20

New Hampshire Department of Health and Human Services



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) I, 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 State

[Handwritten Signature]

Signature of Authorized Representative

Christie Toop

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

May 1, 2020

Date

Behavioral Health & Developmental Services of
Strafford County, Inc.

d/b/a Community Partners

Name of the Contractor

Kathleen Boisclair

Signature of Authorized Representative

Kathleen Boisclair

Name of Authorized Representative

President

Title of Authorized Representative

4/28/20

Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

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

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

Behavioral Health & Developmental Services of Strafford County, Inc.

Contractor Name: d/b/a Community Partners

4/28/20
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

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: 149406691
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: _____

Contractor Initials K.B.
Date 4/28/20

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 thereof 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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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 Department's 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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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/doi/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.

New Hampshire Department of Health and Human Services

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

This Amendment to the ServiceLink Aging and Disability Resource Center Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Action Program Belknap-Merrimack Counties, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 20, 2020, (Item #18), as amended with Governor approval on December 30, 2020 and presented to the Executive Council on February 17, 2021 (Informational Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.2., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions; Block 1.7, Completion Date, to read:
June 30, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,315,785.64
3. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B Amendment #2, Scope of Services in order to correct various scribes' errors and align scope with necessary services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, Section 1 to read:
 1. This Agreement is funded by:
 - 1.1. 57.23%, Federal Funds, as follows:
 - 1.1.1. 2.78% United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667), FAIN: 2101NHSOSR.
 - 1.1.2. 9.63% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 21AANHT3FC.
 - 1.1.3. 27.82% United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID.
 - 1.1.4. 6.75% United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03.
 - 1.1.5. 6.89% United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-04.
 - 1.1.6. 2.50% United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00.

- 1.1.7. 0.67% United States Department of Health and Human Services, Money Follows the Person Rebalancing Demonstration, (CFDA #93.791), FAIN 1LICMS300148-01-10.
 - 1.1.8. 0.12% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services, (ALN# 93.044), FAIN 2001NHSSC3, CARES ACT Title III.
 - 1.1.9. 0.07% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services, (ALN# 93.044), FAIN 2101NHSSC6, American Rescue Plan Title III-B.
 - 1.2 42.77% General funds.
5. Modify Exhibit C, Payment Terms, Section 3, to read:
 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 item, as specified in Exhibit C-1 Amendment #1, Budget through Exhibit C-4 Amendment #2, Budget.
 3. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
 - 4.1. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 4.2. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.3. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
 6. Modify Exhibit C, Payment Terms, Section 12, Subsection 12.1, to update the introductory language only as specified in Subsection 12.1 with no changes to Paragraphs 12.1.1 through 12.1.3, to read:
 - 12.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 7. Add Exhibit C-3 Amendment #2 Budget, which is attached hereto and incorporated by reference herein.
 8. Add Exhibit C-4 Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

5/11/2022

Date

DocuSigned by:

Melissa Hardy

Name: Melissa Hardy

Title: Director, DLTSS

Community Action Program Belknap-Merrimack Counties,
Inc.

5/11/2022

Date

DocuSigned by:

Jeanne Agri

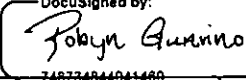
Name: Jeanne Agri

Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

5/12/2022
Date

DocuSigned by:

74672B38-3074-4C92-8C1C-1DD863985C8B
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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 meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in Merrimack County.
- 1.5. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.5.1. Serve as a highly visible and trusted place for New Hampshire residents of all ages and income limits to receive objective and unbiased information on a full range of long term care supports and services.
 - 1.5.2. Promote awareness of the various options available to people in their community.
 - 1.5.3. Refer individuals to needed services.
 - 1.5.4. Provide person-centered one-on-one assistance and decision support to individuals.
 - 1.5.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
 - 1.5.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.
 - 1.5.7. Serve all adults regardless of physical, intellectual or development disability or mental illness.

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 1.5.8. Provide information regarding community-based long-term supports and services.
- 1.5.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.

2. Statement of Work

2.1. ServiceLink Administrative Requirements

- 2.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice, and methods of services. The Contractor shall:
 - 2.1.1.1. Operate as an independent program.
 - 2.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
 - 2.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.
 - 2.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.
- 2.1.2. The Contractor shall occupy an independent office space that, at a minimum:
 - 2.1.2.1. Is an easily accessible area and location.
 - 2.1.2.2. Meets all applicable state and local building rules and ordinances.
 - 2.1.2.3. Has sufficient space that includes, but is not limited to:
 - 2.1.2.3.1. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.
 - 2.1.2.3.2. A confidential meeting room to accommodate a minimum of three (3) individuals.
 - 2.1.2.4. Has barrier-free/handicap access.
 - 2.1.2.5. Has appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:
 - 2.1.2.5.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.



**New Hampshire Department of Health and Human Services
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- 2.1.2.5.2. The New Hampshire Department of Military Affairs and Veterans Services.
- 2.1.2.6. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.4.2.1. Scheduling meetings.
 - 2.1.4.2.2. Inviting participants.
 - 2.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.4.2.5. Recording minutes from each meeting.
 - 2.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) business days after each meeting.
 - 2.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, which may include, but are not limited to:
 - 2.1.4.3.1. State or regional hospitals.
 - 2.1.4.3.2. Senior centers.
 - 2.1.4.3.3. Physician practices.

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- 2.1.4.3.4. Home health agencies.
- 2.1.4.3.5. Community mental health centers.
- 2.1.4.3.6. Municipal health and welfare providers.
- 2.1.4.3.7. Brain Injury Associations.
- 2.1.4.3.8. Centers for Independent Living.
- 2.1.4.3.9. Department of Military Affairs and Veteran Services.
- 2.1.4.3.10. Adult Protective Services.
- 2.1.4.3.11. Information and referral/2-1-1 programs.
- 2.1.4.3.12. Regional Public Health Networks.
- 2.1.4.3.13. Other community-based organizations.
- 2.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
- 2.1.5. The Contractor shall utilize the Refer/Navigate database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.2. Quality Assurance
 - 2.2.1. The Contractor shall develop and implement a locally-based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:
 - 2.2.1.1. Meet the needs of individuals;
 - 2.2.1.2. Are sustained throughout the geographic area; and
 - 2.2.1.3. Produce measurable results.
 - 2.2.2. The Contractor shall conduct consumer satisfaction surveys on an ongoing basis to measure consumer satisfaction with delivered services. The Contract shall:
 - 2.2.2.1. Utilize the Department's approved survey tool;
 - 2.2.2.2. Distribute the survey to consumers as directed by the Department;
 - 2.2.2.3. Collect completed surveys, as applicable; and
 - 2.2.2.4. Enter each completed survey into an online database as directed by the Department.

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2.3. Outreach and Education

- 2.3.1. The Contractor shall deliver outreach and education services to promote ServiceLink services.
- 2.3.2. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.
- 2.3.3. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
- 2.3.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence with service providers including, but not limited to:
 - 2.3.4.1. Faith Based Communities and/or Parish Nurses.
 - 2.3.4.2. The Social Security Administration.
 - 2.3.4.3. Low income housing sites.
 - 2.3.4.4. Senior Centers.
- 2.3.5. The Contractor shall implement the Department-approved outreach and marketing plan, which includes, but is not limited to:
 - 2.3.5.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.
 - 2.3.5.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
 - 2.3.5.3. Strategies to assess the effectiveness of outreach and marketing activities.
 - 2.3.5.4. Feedback loops to monitor and modify outreach and marketing activities as needed.

2.4. Training

- 2.4.1. The Contractor shall ensure all staff including, but not limited to, the site manager, receive training within one (1) year of hire, that includes, but is not limited to:

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- 2.4.1.1. Outreach and education trainings.
 - 2.4.1.2. Person-Centered Options Counseling Certification training.
 - 2.4.1.3. Safeguarding the confidentiality of all clients as required by state and federal laws.
 - 2.4.1.4. Alliance of Information and Referral Standards (AIRS) Certification training.
 - 2.4.1.5. SHIP/SMP Certification through the attendance of a Medicare 101 training, or be fully SHIP-certified if the staff member is a SHIP counselor.
 - 2.4.1.6. SMP Foundations training.
- 2.5. Information & Referral/Assistance Plan and Person-Centered Options Counseling
- 2.5.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:
 - 2.5.1.1. A description of all systematic processes to ensure consistent delivery of services.
 - 2.5.1.2. All services and resources available to the population of the geographic region.
 - 2.5.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.
 - 2.5.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer/Navigate Manual, and as amended.
 - 2.5.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).
 - 2.5.5. The Contractor shall utilize the Refer/Navigate database to provide the most current information available to clients.
 - 2.5.6. The Contractor shall provide the Refer/Navigate Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer/Navigate Manual, and as amended.
 - 2.5.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
- 2.6. Specialized Care Transition Counseling and Support Services
- 2.6.1. The Contractor shall assist individuals, regardless of income, with avoiding unnecessary placements in institutional settings including but

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not limited to nursing homes, rehabilitation facilities, and transitional housing settings.

2.6.2. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.

2.6.3. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:

2.6.3.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.

2.6.3.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contractor shall:

2.6.3.2.1. Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems;

2.6.3.2.2. Establish a process for identifying individuals and caregivers in need of transition support services;

2.6.3.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, and coordination;

2.6.3.2.4. Perform consultation services for hospital staff regarding available LTSS in the community; and

2.6.3.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.

2.6.3.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services.

2.6.3.4. Engaging individuals while they are in an acute care setting in order to assist with transitioning to home and community-based settings, which includes, but is not limited to:

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- 2.6.3.4.1. Facilitating the coordination of services and supports needed for transition.
- 2.6.3.4.2. Providing individuals with a safe and secure setting.
- 2.6.3.5. Assisting in the prevention of hospital readmission.
- 2.6.4. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include, but are not limited to:
 - 2.6.4.1. Hospital and nursing home discharge planning meetings.
 - 2.6.4.2. Meetings with individuals and family members according to their preferences and goals for transition.
 - 2.6.4.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.6.4.4. Documenting contacts on behalf of transitioning individuals in the Refer/Navigate database.
 - 2.6.4.5. Developing transition plans for clients and assisting individuals with finding and accessing home and community-based services according to the transition plan.
- 2.7. Long Term Supports and Services (LTSS) Eligibility Determination Services
 - 2.7.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.
 - 2.7.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:
 - 2.7.2.1. Assisting individuals with determining appropriate payment and delivery of services.
 - 2.7.2.2. Providing individuals with financial assessment, as applicable.
 - 2.7.2.3. Assisting clients with accessing community-based LTSS programs.
 - 2.7.2.4. Developing processes for accessing public LTSS programs.
 - 2.7.2.5. Ensuring eligibility documents are completed and submitted to the Department.
 - 2.7.2.6. Collaborating with the Department to assess and determine client eligibility.

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- 2.7.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.
- 2.7.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.
- 2.7.2.9. Providing additional Person-Centered Options Counseling to individuals determined ineligible for LTSS, as appropriate.
- 2.7.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.
- 2.7.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.
- 2.7.3. The Contractor shall collaborate with State and community programs, which may include, but are not limited to, the NH Caregiver Program, home-delivered meals, congregate meals, and in-home care services, which may serve Medicare beneficiaries across New Hampshire to determine program eligibility for individuals seeking services, to facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education on Medicare and other community-based programs.
- 2.8. Specialty Program Services
 - 2.8.1. Family Caregiver Support Program Services
 - 2.8.1.1. The Contractor shall ensure staff maintain knowledge of current community resources.
 - 2.8.1.2. The Contractor shall ensure:
 - 2.8.1.2.1. A minimum of one (1) staff member is trained as a class leader in an evidence-based curriculum for caregivers, such as Powerful Tools for Caregivers (PTC); or
 - 2.8.1.2.2. A minimum of two (2) individuals in the geographic area are trained in an evidenced-based curriculum for caregivers such as the PTC curriculum.
 - 2.8.1.3. The Contractor shall facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training or other evidenced-based curriculum for caregivers to a minimum of five (5) caregivers on an annual basis.
 - 2.8.1.4. The Contractor shall facilitate caregiver support groups, as needed.

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- 2.8.1.5. The Contractor shall collaborate with other caregiver support service agencies within the geographic area.
- 2.8.1.6. The Contractor shall ensure staff attend the Department's Family Caregiver Support Program meetings.
- 2.8.1.7. The Contractor shall conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population on an annual basis.
- 2.8.1.8. The Contractor shall monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.
- 2.8.1.9. The Contractor shall participate in an annual program review, as determined by the Department.
- 2.8.1.10. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.8.1.11. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.8.1.12. The Contractor shall provide a minimum of bimonthly contract with the caregivers they support.
- 2.8.1.13. The Contractor shall ensure all new staff who administer the NH Family Caregiver Support Program:
 - 2.8.1.13.1. Are trained by a BEAS Designee; and
 - 2.8.1.13.2. Are monitored for progress within Program, including, but not limited to, remaining current on all Family Caregiver Support Program services, policies and procedures.
- 2.8.1.14. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.8.1.15. The Contractor shall provide copies of approved service plans and budgets to the Department's Financial Management contractor.
- 2.8.1.16. The Contractor shall comply with the Department policies and procedures relative to fiscal management for bill paying and employer of record services.

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2.8.2. State Health Insurance Program (SHIP) Assistance

- 2.8.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
- 2.8.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through SHIP.
- 2.8.2.3. The Contractor shall provide personalized counseling services.
- 2.8.2.4. The Contractor shall provide targeted community outreach in order to:
 - 2.8.2.4.1. Increase consumer understanding of Medicare program benefits; and
 - 2.8.2.4.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
- 2.8.2.5. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
 - 2.8.2.5.1. Assisting individuals with enrolling in appropriate benefit plans.
 - 2.8.2.5.2. Providing continued enrollment assistance in Medicare prescription drug coverage.
- 2.8.2.6. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.
- 2.8.2.7. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently; SHIP Training and Reporting System (STARS).

2.8.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services

- 2.8.3.1. The Contractor shall educate the public on topics that include, but are not limited to:
 - 2.8.3.1.1. Part D prescription drugs in rural areas.
 - 2.8.3.1.2. Medicare preventative services.
 - 2.8.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.

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- 2.8.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses, as well as awareness of Medicare preventive services, by distributing promotional materials developed by CMS, ACL and the Department.
- 2.8.3.3. The Contractor shall implement a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month which includes, but is not limited to:
 - 2.8.3.3.1. Mailing introductory letters regarding the program to agencies which may include, but are not limited to:
 - 2.8.3.3.1.1. Town offices.
 - 2.8.3.3.1.2. Housing sites.
 - 2.8.3.3.1.3. Home health agencies.
 - 2.8.3.3.1.4. Faith-based Communities and parish nurses.
 - 2.8.3.3.1.5. Public libraries.
 - 2.8.3.3.1.6. Fuel assistance agencies.
 - 2.8.3.3.1.7. Hospital public affairs managers.
 - 2.8.3.3.1.8. Pharmacies.
 - 2.8.3.3.1.9. Medical practices.
 - 2.8.3.3.1.10. Other community partners.
 - 2.8.3.3.2. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic area served;
 - 2.8.3.3.3. Drafting scripts for radio, newspapers, and public service announcements with Department approval prior to publication; and
 - 2.8.3.3.4. Purchasing media in the local area.
- 2.8.3.4. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).

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2.8.4. Senior Medicare Patrol (SMP) Services

- 2.8.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
- 2.8.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and education outreach planning.
- 2.8.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded Medicare awareness and coverage.
- 2.8.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
- 2.8.4.5. The Contractor shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
- 2.8.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services through expanded partnerships and a network of trained volunteers.
- 2.8.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
- 2.8.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information; detect payment errors; and report questionable Medicare billing situations.

2.8.5. Veteran Directed Care (VDC)

- 2.8.5.1. The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VDC Program staffing requirements and procedures.
- 2.8.5.2. The Contractor shall collaborate with and accepting referrals from:

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- 2.8.5.2.1. The White River Junction Veterans Affairs Medical Center; and
- 2.8.5.2.2. The Manchester Veterans Affairs Medical Center.
- 2.8.5.3. The Contractor shall contact veterans referred to the VDC program by telephone, email, or other recognized means of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.
- 2.8.5.4. The Contractor shall assist veterans with determining the most appropriate services that will meet their needs.
- 2.8.5.5. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
- 2.8.5.6. The Contractor shall assist veterans with meeting LTSS needs, including but not limited to, identifying a backup plans of support.
- 2.8.5.7. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
- 2.8.5.8. The Contractor shall monitor veterans' budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.
- 2.8.5.9. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.
- 2.8.5.10. The Contractor shall comply with staff training requirements to provide the VDC and Financial Management Services, as applicable.
- 2.8.5.11. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:
 - 2.8.5.11.1. Monthly VDC calls.
 - 2.8.5.11.2. VDC sponsored trainings.
 - 2.8.5.11.3. VDC sponsored webinars.
- 2.8.5.12. The Contractor shall participate in VAMC quarterly program meetings.

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2.8.5.13. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.

2.8.6. Bureau of Housing Services Assessments

2.8.6.1. The Contractor shall complete the Person-Centered Planning assessment with clients referred from the Bureau of Housing Services (BHS), at the direction of BHS, only so long as funding related to the BHS-Medicaid 1915i waiver is available to reimburse for the assistance provided.

3. Performance Measures and Reporting Requirements

3.1. The Contractor shall report on data collected in the Refer/Navigate system to the Department in a Department approved format, as requested.

3.2. The Contractor shall provide quarterly narrative reports regarding community partnerships and outreach as outlined by the Department.

3.3. The Contractor shall maintain a record of completed staff training and education, including Medicare training, to be made available to the Department upon request.

3.4. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging and agrees to enter all needed data in the database accurately and timely.

3.5. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department, which must include, but is not limited to:

3.5.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum or other evidenced-based curriculum for caregivers.

3.5.2. Number of Powerful Tools for Caregivers or other evidenced-based training session for caregivers coordinated and/or conducted annually.

3.5.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers or other evidenced-based curriculum for caregiver trainings.

3.5.4. Expenditures and expenses for outreach activities.

3.5.5. Average annual income of caregivers including, but not limited to, those who:

3.5.5.1. Receive grants;

3.5.5.2. Receive training;

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- 3.5.5.3. Receive I & R supports;
 - 3.5.5.4. Receive counseling; or
 - 3.5.5.5. Participate in support groups.
- 3.6. The Contractor shall report on the following ACL performance measures on the SHIP/STARS Beneficiary Forms:
- 3.6.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.
 - 3.6.2. Contacts with Medicare beneficiaries under 65 – Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.
 - 3.6.3. Hard-to-Reach Contacts – Percentage of Low-income, rural, and non-native English contacts per total “hard-to-reach” Medicare beneficiaries in the State.
 - 3.6.4. Enrollment Contacts – Percentage of unduplicated enrollment contacts (i.e., contacts with one or more qualifying enrollment topics) discussed per total Medicare beneficiaries in the State.
- 3.7. The Contractor shall report on the following ACL performance measures on the Monthly Outreach and Activities (AKA the Check and Balance) reports due to the Department by the 15th of each month for the prior month:
- 3.7.1. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.
 - 3.7.2. Implementation of promotional activities for Medicare’s Wellness and Preventive Screening Services.
 - 3.7.3. The number of individuals provided with education about: LIS, MSP, and Medicare prescription drug coverage in rural areas.
- 3.8. The Contractor shall demonstrate partnerships and evaluate effectiveness and lessons learned in the Quarterly SHIP and SMP progress reports.
- 3.9. The Contractor shall effectively advertise, promote, and conduct SHIP, MIPPA, and/or SMP educational outreach and/or enrollment event activities at a minimum of one (1) time per month.

4. Staffing

- 4.1. The Contractor shall ensure staff follow the National Association of Social Workers’ Code of Ethics.
- 4.2. The Contractor shall provide staff as follows:

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- 4.2.1. One (1) full-time equivalent (FTE) Program Manager – One (1) full-time equivalent (FTE).
- 4.2.2. Staff with the proper trainings and certifications to provide Information & Referral/Assistance (I&R/A) services; Person-Centered Options Counseling; and Person-Centered Transition Support.
- 4.2.3. Staff for the NH Family Caregiver Program at no less than one (1) FTE.
- 4.2.4. Staff for the SHIP, SMP, and MIPPA services at no less than one (1) FTE.
- 4.3. Criminal Background Check and BEAS State Registry Checks
 - 4.3.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
 - 4.3.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
 - 4.3.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
 - 4.3.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 4.3.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the selected Vendor. The BEAS State Registry check must be provided to the Department upon request by the Department.

5. Exhibits Incorporated

- 5.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 5.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security

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Requirements.

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

6. Additional Terms

6.1. Impacts Resulting from Court Orders or Legislative Changes

- 6.1.1. 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.

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

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

6.3. Credits and Copyright Ownership

- 6.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

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

- 6.3.3.1. Brochures.
- 6.3.3.2. Resource directories.
- 6.3.3.3. Protocols or guidelines.

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

6.3.3.4. Posters.

6.3.3.5. Reports.

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

6.4. Operation of Facilities: Compliance with Laws and Regulations

6.4.1. 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 Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6.5. Eligibility Determinations

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

6.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

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

6.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants^{DS} and

JA

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2


agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

7. Records

- 7.1. The Contractor shall keep records that include, but are not limited to:
- 7.1.1. 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.
 - 7.1.2. 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.
 - 7.1.3. 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.
 - 7.1.4. Medical records on each patient/recipient of services.
- 7.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>Community Action Program Belknap and Merrimack Counties, Inc.</u> Budget Request for: <u>ServiceLink Aging and Disability Resource Center Services</u> Budget Period <u>7/1/2022-6/30/2023</u> Indirect Cost Rate (if applicable) <u>10.00%</u>	
Line Item.	Program Cost - Funded by DHHS
1. Salary & Wages	\$176,016
2. Fringe Benefits	\$64,436
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$3,000
6. Travel	\$5,000
7. Software	\$0
8. (a) Other - Marketing/Communications	\$1,000
8. (b) Other - Education and Training	\$2,000
8. (c) Other - Other (specify below)	
Volunteer Activities	\$1,800
MCSL(Canon Copier) lease (& printing cost)	\$7,025
Rent (Stand alone Lease for MCSL Program-incl gas & elect)	\$30,756
Telephone	\$4,200
Postage	\$2,600
	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$297,833
Total Indirect Costs	\$29,783
TOTAL	\$327,616

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <i>Community Action Program Belknap and Merrimack Counties, Inc.</i> Budget Request for: <i>ServiceLink Aging and Disability Resource Center Services</i> Budget Period <i>7/1/2023-6/30/2024</i> Indirect Cost Rate (if applicable) <i>10.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$176,016
2. Fringe Benefits	\$64,436
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
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5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$3,000
6. Travel	\$5,000
7. Software	\$0
8. (a) Other - Marketing/Communications	\$1,000
8. (b) Other - Education and Training	\$2,000
8. (c) Other - Other (specify below)	
<i>Volunteer Activities</i>	\$1,800
<i>MCSL (Canon Copier) Lease & print costs</i>	\$7,025
<i>Rent (Stand alone for MCSL program -incl gas & electric)</i>	\$30,756
<i>Telephone</i>	\$4,200
<i>Postage</i>	\$2,600
9. Subrecipient Contracts	\$0
Total Direct Costs	\$297,833
Total Indirect Costs	\$29,783
TOTAL	\$327,616


 Contractor Initials
 Date 5/11/2022

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 28, 1965. 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: 63021

Certificate Number: 0005774597



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2022.

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

David M. Scanlan
Secretary of State

Phone (603) 225-3295
 (800) 856-5525
 Fax (603) 228-1898
 Web www.capbm.org



2 Industrial Park Drive
 P.O. Box 1016
 Concord, NH
 03302-1016

CERTIFICATE OF AUTHORITY

I, Dennis Martino, President, Board of Directors, hereby certify that:

1. I am a duly elected officer of Community Action Program Belknap-Merrimack Counties, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on January 13, 2022, at which a quorum of the Directors were present and voting.

VOTED: That *Jeanne Agri, Chief Executive Officer/Executive Director, Michael Tabory, Chief Operations Officer/Deputy Director, Jill Lesmerises, Chief Fiscal Officer, Steven Gregoire, Budget Analyst, Dennis Martino, President, Board of Directors* are duly authorized on behalf of Community Action Program Belknap-Merrimack Counties, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 4/27/2022 Signature of Elected Officer *Dennis Martino*
 Name: Dennis Martino
 Title: President, Board of Directors

Rev. 1/13/2022
 kh:COA 2022 - dennis martino

ALTON Senior Center 875-7102 Prospect View Housing 875-3111	CONCORD Area Center 225-6880 Head Start 224-4492 Early Head Start 224-4492 Concord Area Meals on Wheels 225-9092 Concord Area Transit 225-1989 Horseshoe Pond Place 228-6956 WIC/CSFP 225-2050 Workplace Success 223-2305	EPSOM Meadow Brook Housing 736-8250	FRANKLIN Head Start 934-2161 Early Head Start 934-2161 Senior Center 934-4151 Riverside Housing 934-5340	LACONIA Area Center 524-5512 Head Start 528-5334 Early Head Start 528-5334 Senior Center 524-7689 Family Planning 524-5453 Workplace Success 524-4367	MEREDITH Area Center 279-4096	NEWBURY Newbury Commons Housing 763-0360	PEMBROKE Village at Pembroke Farms Housing 485-1842	PITTSFIELD Senior Center 435-8482 Head Start 435-6618 Early Head Start 435-6611	SUNCOOK Area Center 485-7824 Senior Center 485-4254	TILTON Senior Center 527-8291	WARNER Area Center 456-2207 Head Start 456-2208 North Ridge Housing 456-3398
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The Vision of
Community Action Program Belknap-Merrimack Counties Inc.

An agency that creates opportunities for all people to thrive, a partner in building strong, resilient communities, to ensure a more equitable society.

The Mission of
Community Action Program Belknap-Merrimack Counties, Inc.

To assist in reducing poverty, the revitalization of low-income communities, and the empowerment of low-income families and individuals to reach economic stability.

The Values of
Community Action Program Belknap-Merrimack Counties, Inc.

We believe all people should be treated with dignity and respect and recognize that structural race, gender, and other inequities remain barriers that must be addressed.

We believe that our communities have the capacity and moral obligation to ensure that no one is forced to endure the hardships of poverty.

We believe that everyone can reach their fullest potential with hope, adequate resources, and opportunities, and we are committed to achieving that vision.

We pledge ourselves to create an environment that pursues innovation and excellence through multi-sector partnership and collaboration.

Equity · Respect · Commitment · Excellence · Hope
Community · Caring · Innovation · Opportunity

The Promise of Community Action

Community Action changes people's lives, embodies the spirit of hope,
improves communities and makes America a better place to live.
We care about the entire community, and we are dedicated to helping people help
themselves and each other.



Financial Statements

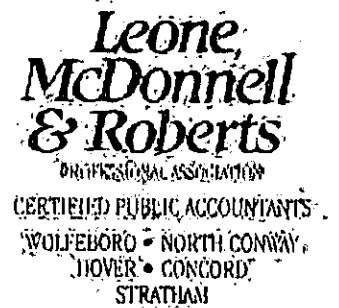
**COMMUNITY ACTION PROGRAM
BELKNAP - MERRIMACK COUNTIES, INC.**

**FOR THE YEARS ENDED FEBRUARY 28, 2021 AND
FEBRUARY 29, 2020 AND
INDEPENDENT AUDITORS' REPORT AND
REPORTS ON COMPLIANCE AND INTERNAL CONTROL**

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.
CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

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To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the consolidated statements of financial position as of February 28, 2021 and February 29, 2020, and the related consolidated statements of activities, functional expenses and cash flows, and notes to the consolidated financial statements for the years then ended.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated financial statements.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Community Action Program Belknap-Merrimack Counties, Inc. as of February 28, 2021, and the changes in net assets and cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 14, 2022, on our consideration of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting and compliance.

*Leone McDonnell & Roberts
Professional Association*

Concord, New Hampshire
February 14, 2022

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
FEBRUARY 28, 2021 AND FEBRUARY 29, 2020**

	ASSETS	
	<u>2021</u>	<u>2020</u>
CURRENT ASSETS		
Cash	\$ 899,766	\$ 549,026
Accounts receivable	3,762,809	2,656,855
Inventory	55,895	22,916
Prepaid expenses	73,709	44,159
Investments	<u>127,996</u>	<u>110,078</u>
Total current assets	<u>4,920,175</u>	<u>3,283,034</u>
PROPERTY		
Land, buildings and improvements	7,146,516	5,644,770
Equipment, furniture and vehicles	6,117,020	5,652,539
Construction in process	<u>18,126</u>	<u>-</u>
Total property	<u>13,281,662</u>	<u>11,197,309</u>
Less accumulated depreciation	<u>7,639,290</u>	<u>6,695,428</u>
Property, net	<u>5,642,372</u>	<u>4,501,881</u>
OTHER ASSETS		
Cash escrow and reserve funds	65,437	-
Tenant security deposits	6,881	-
Due from related party	<u>-</u>	<u>139,441</u>
Total other assets	<u>72,318</u>	<u>139,441</u>
TOTAL ASSETS	<u>\$ 10,634,865</u>	<u>\$ 7,924,356</u>
	LIABILITIES AND NET ASSETS	
CURRENT LIABILITIES		
Current portion of notes payable	\$ 213,444	\$ 201,245
Line of credit	380,028	550,000
Accounts payable	1,525,832	1,160,635
Accrued expenses	788,951	757,999
Refundable advances	<u>1,036,941</u>	<u>1,084,516</u>
Total current liabilities	<u>3,945,196</u>	<u>3,754,395</u>
LONG TERM LIABILITIES		
Paycheck Protection Program loan	1,935,300	-
Notes payable, less current portion shown above	939,697	814,253
Tenant security deposits	<u>6,881</u>	<u>-</u>
Total liabilities	<u>6,827,074</u>	<u>4,568,648</u>
NET ASSETS		
Without donor restrictions	2,758,959	2,992,894
With donor restrictions	<u>1,048,832</u>	<u>362,814</u>
Total net assets	<u>3,807,791</u>	<u>3,355,708</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 10,634,865</u>	<u>\$ 7,924,356</u>

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 28, 2021.**

	Without Donor Restrictions	With Donor Restrictions	Total
REVENUES AND OTHER SUPPORT			
Grant awards	\$ 20,625,325	\$ -	\$ 20,625,325
Rental income	123,657	-	123,657
Other funds	2,375,403	3,733,525	6,108,928
In-kind	490,035	-	490,035
United Way	5,297	-	5,297
Interest income	383	-	383
Realized gain on sale of equipment	3,500	-	3,500
Total revenues and other support	23,623,600	3,733,525	27,357,125
NET ASSETS RELEASED FROM RESTRICTIONS			
Total	3,047,507	(3,047,507)	-
Total	26,671,107	686,018	27,357,125
EXPENSES			
Salaries and wages	9,010,668	-	9,010,668
Payroll taxes and benefits	2,538,067	-	2,538,067
Travel	145,913	-	145,913
Occupancy	1,429,443	-	1,429,443
Program services	11,796,741	-	11,796,741
Other costs	1,599,972	-	1,599,972
Depreciation	458,009	-	458,009
In-kind	490,034	-	490,034
Total expenses	27,468,847	-	27,468,847
CHANGE IN NET ASSETS BEFORE GAIN ON INVESTMENT IN LIMITED PARTNERSHIP	(797,740)	686,018	(111,722)
GAIN ON INVESTMENT IN LIMITED PARTNERSHIP	64,397	-	64,397
CHANGE IN NET ASSETS	(733,343)	686,018	(47,325)
NET ASSETS, BEGINNING OF YEAR	2,992,894	362,814	3,355,708
NET ASSETS TRANSFERRED FROM LIMITED PARTNERSHIP	499,408	-	499,408
NET ASSETS, END OF YEAR	\$ 2,758,959	\$ 1,048,832	\$ 3,807,791

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED FEBRUARY 29, 2020**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
REVENUES AND OTHER SUPPORT			
Grant awards	\$ 18,276,247	\$ -	\$ 18,276,247
Other funds	2,437,366	2,986,021	5,423,387
In-kind	920,759	-	920,759
United Way	11,938	-	11,938
Total revenues and other support	<u>21,646,310</u>	<u>2,986,021</u>	<u>24,632,331</u>
NET ASSETS RELEASED FROM RESTRICTIONS	<u>3,130,622</u>	<u>(3,130,622)</u>	<u>-</u>
Total	<u>24,776,932</u>	<u>(144,601)</u>	<u>24,632,331</u>
EXPENSES			
Salaries and wages	9,213,867	-	9,213,867
Payroll taxes and benefits	2,508,455	-	2,508,455
Travel	322,894	-	322,894
Occupancy	1,393,046	-	1,393,046
Program services	9,231,697	-	9,231,697
Other costs	1,634,451	-	1,634,451
Depreciation	401,166	-	401,166
In-kind	920,759	-	920,759
Total expenses	<u>25,626,335</u>	<u>-</u>	<u>25,626,335</u>
CHANGE IN NET ASSETS	(849,403)	(144,601)	(994,004)
NET ASSETS, BEGINNING OF YEAR	<u>3,842,297</u>	<u>507,415</u>	<u>4,349,712</u>
NET ASSETS, END OF YEAR	<u>\$ 2,992,894</u>	<u>\$ 362,814</u>	<u>\$ 3,355,708</u>

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**
FOR THE YEAR ENDED FEBRUARY 28, 2021

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,423,286	\$ 587,382	\$ 9,010,668
Payroll taxes and benefits	2,308,290	229,777	2,538,067
Travel	145,104	809	145,913
Occupancy	1,293,121	136,322	1,429,443
Program Services	11,796,741	-	11,796,741
Other costs:			
Accounting fees	-	80,013	80,013
Legal fees	19,604	-	19,604
Supplies	165,804	30,710	196,514
Postage and shipping	56,087	8,986	65,073
Equipment rental and maintenance	6,736	-	6,736
Printing and publications	34,562	3,551	38,113
Conferences, conventions and meetings	632	-	632
Interest	39,595	22,938	62,533
Insurance	123,704	27,528	151,232
Membership fees	10,040	7,019	17,059
Utility and maintenance	190,837	62,549	253,386
Computer services	47,178	8,660	55,838
Other	584,982	68,257	653,239
Depreciation	458,009	-	458,009
In-kind	490,034	-	490,034
	<u>\$ 28,194,346</u>	<u>\$ 1,274,501</u>	<u>\$ 27,468,847</u>
(Total functional expenses)			

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED FEBRUARY 29, 2020**

	<u>Program</u>	<u>Management</u>	<u>Total</u>
Salaries and wages	\$ 8,797,236	\$ 416,631	\$ 9,213,867
Payroll taxes and benefits	2,468,991	39,464	2,508,455
Travel	322,870	24	322,894
Occupancy	1,225,265	167,781	1,393,046
Program Services	9,231,697	-	9,231,697
Other costs:			
Accounting fees	475	60,771	61,246
Legal fees	-	9,261	9,261
Supplies	214,778	31,442	246,220
Postage and shipping	19,055	34,399	53,454
Equipment rental and maintenance	3,627	275	3,902
Printing and publications	27,109	6,562	33,671
Conferences, conventions and meetings	27,248	4,662	31,910
Interest	57,543	15,712	73,255
Insurance	133,619	5,949	139,568
Membership fees	12,862	7,586	20,448
Utility and maintenance	170,336	48,114	218,450
Computer services	51,908	-	51,908
Other	663,656	27,502	691,158
Depreciation	401,166	-	401,166
In-kind	920,759	-	920,759
Total functional expenses	\$ 24,750,200	\$ 876,135	\$ 25,626,335

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020**

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	\$ (47,325)	\$ (994,004)
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation	458,009	401,166
Interest on deferred financing costs	484	-
Realized gain on sale of equipment	(3,500)	-
Gain on investment in limited partnership	(64,397)	-
Decrease (increase) in current assets:		
Accounts receivable	(1,203,458)	(235,814)
Inventory	(32,979)	(116)
Prepaid expenses	(18,723)	8,473
Decrease (increase) in current liabilities:		
Accounts payable	356,371	91,470
Accrued expenses	23,890	(308,749)
Refundable advances	(47,575)	86,184
NET CASH USED IN OPERATING ACTIVITIES	<u>(579,203)</u>	<u>(951,390)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of property	3,500	-
Additions to property investments	(618,410)	(268,634)
	<u>(17,918)</u>	<u>(7,556)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(632,828)</u>	<u>(276,190)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Paycheck Protection loan proceeds	1,935,300	-
Net repayments on line of credit	(169,972)	550,000
Repayment of long term debt	(199,152)	(185,156)
NET CASH PROVIDED BY FINANCING ACTIVITIES	<u>1,566,176</u>	<u>364,844</u>
NET INCREASE (DECREASE) IN CASH AND RESTRICTED CASH	354,145	(862,736)
CASH AND RESTRICTED CASH BALANCE, BEGINNING OF YEAR	549,026	1,411,762
CASH AND RESTRICTED CASH TRANSFERRED FROM LIMITED PARTNERSHIP	<u>62,032</u>	<u>-</u>
CASH AND RESTRICTED CASH BALANCE, END OF YEAR	<u>\$ 965,203</u>	<u>\$ 549,026</u>

See Notes to Consolidated Financial Statements.

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

	<u>2021</u>	<u>2020</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	\$ 62,533	\$ 73,259
SUPPLEMENTAL DISCLOSURES OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Transfer of assets from newly consolidated LP:		
Accounts receivable	\$ 2,496	\$ -
Prepaid expenses	10,827	-
Property, net	980,089	-
Security deposits	8,132	-
Total transfer of assets from newly consolidated LP	<u>\$ 1,001,544</u>	<u>\$ -</u>
Transfer of liabilities from newly consolidated LP:		
Accounts payable	\$ 8,825	\$ -
Accrued expenses	7,062	-
Security deposits	8,132	-
Note payable	336,311	-
Total transfer of liabilities from newly consolidated LP	<u>\$ 360,330</u>	<u>\$ -</u>
Total transfer of partners' capital from newly consolidated LP	\$ 499,408	\$ -
Partnership capital previously recorded as investment in related parties	203,838	-
Total transfer of partners' capital from newly consolidated LP	<u>\$ 703,246</u>	<u>\$ -</u>

See Notes to Consolidated Financial Statements

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Organization

Community Action Program Belknap – Merrimack Counties, Inc. (the Organization) is a New Hampshire nonprofit organization that serves nutritional, health, living and support needs of the low income and elderly clients in the two county service areas, as well as state wide. These services are provided with the financial support of various federal, state, county and local organizations.

Principles of Consolidation

The consolidated financial statements include the accounts of Community Action Program of Belknap-Merrimack Counties, Inc. and the following entities as Community Action Program of Belknap-Merrimack Counties, Inc. has both an economic interest and control of the entities through a majority voting interest in their governing board. All significant intercompany items and transactions have been eliminated from basic consolidated financial statements:

- Sandy Ledge Limited Partnership
- CAP BMC Development Corporation

Basis of Accounting

The accompanying consolidated financial statements have been prepared on the accrual basis of accounting in accordance with the accounting principles generally accepted in the United State of America.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles, which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions include net assets that are not subject to any donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors:

Net assets with donor restrictions include net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020**

Donor restricted contributions are reported as increases in net assets with donor restrictions. When restrictions expire, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the consolidated statements of activities.

The Organization had net assets with donor restrictions of \$1,048,832 and \$362,814 at February 28, 2021 and February 29, 2020, respectively. See Note 13.

Income Taxes

Community Action Program of Belknap-Merrimack Counties, Inc. is organized as a nonprofit corporation and is exempt from federal income taxes under Internal Revenue Code Section 501(c)(3). The Internal Revenue Service has determined them to be other than a private foundation.

The Organization files information returns in the United States and the State of New Hampshire. The Organization is subject to examinations by tax authorities for three years.

CAP BMC Development Corporation is taxed as a "C" Corporation under the Internal Revenue Code. The Corporation accounts for deferred income taxes under the asset and liability method in accordance with Accounting Standards Codification No. 740 (ASC 740), "Accounting for Income Taxes". The objective of this method is to establish deferred tax assets and liabilities for temporary differences between the financial reporting basis and the tax basis of the Company's assets and liabilities at the enacted tax rate expected to be in effect when such amounts are realized or settled. ASC 740 also required deferred tax assets and liabilities to be shown separately. There are no deferred tax assets or liabilities. The Corporation has no federal net operating loss carryforwards available at February 28, 2021 and 2020.

Sandy Ledge Limited is taxed as a partnership. Federal income taxes are not payable, or provided by the partnership. Earnings and losses are included in the partners' federal income tax returns based on their share of partnership earnings. Partnerships are required to file income tax returns with the State of New Hampshire and pay an income tax at the state's statutory rate.

Accounting Standard Codification No. 740 (ASC 740), *Accounting for Income Taxes*, established the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in consolidated financial statements. The Organization has analyzed its tax position taken on its income tax returns for the past three years, and has concluded that no additional provision for income taxes is necessary in the Organization's consolidated financial statements.

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020****Property**

Property and equipment is recorded at cost or, if donated, at the approximate fair value at the date of the donation. Assets purchased with a useful life in excess of one year and exceeding \$5,000 are capitalized unless a lower threshold is required by certain funding sources. Depreciation is computed on the straight-line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	40 years
Equipment, furniture and vehicles	3 - 7 years

Use of Estimates

The preparation of consolidated financial statements in conformity with United States generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the consolidated statements of cash flows, the Organization considers all liquid investments purchased with original maturities of three months or less to be cash equivalents.

The Organization maintains its cash in bank deposit accounts, which at times may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

The following table provides a reconciliation of cash and restricted cash reported within the statements of financial position that sum to the total in the statements of cash flows as of yearend:

	<u>2021</u>	<u>2020</u>
Cash, operations	\$ 899,766	\$ 549,026
Cash escrow and reserve funds	65,437	—
Total cash and restricted cash	<u>\$ 965,203</u>	<u>\$ 549,026</u>

Contributed Services

Donated services are recognized as contributions in accordance with FASB ASC No. 958, *Accounting for Contributions Received and Contributions Made*, if the services (a) create or enhance non-financial assets or (b) require specialized skills, and would otherwise be purchased by the Agency.

Volunteers provided various services throughout the year that are not recognized as contributions in the consolidated financial statements since the recognition criteria under FASB ASC No. 958 were not met.

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

In-Kind Donations / Noncash Transactions

Donated facilities, services and supplies are reflected as revenue and expense in the accompanying consolidated financial statements, if the criteria for recognition is met. This represents the estimated fair value for the service, supplies and space that the Organization might incur under normal operating activities. The Organization received \$490,035 and \$920,759 in donated facilities, services and supplies for the years ended February 28, 2021 and February 29, 2020, respectively, as follows:

The Organization receives contributed professional services that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these services was determined to be \$18,937 and \$52,181 for the years ended February 28, 2021 and February 29, 2020, respectively.

The Organization also receives contributed food commodities and other goods that are required to be recorded in accordance with FASB ASC No. 958. The estimated fair value of these food commodities and goods was determined to be \$471,098 and \$868,578 for the years ended February 28, 2021 and February 29, 2020, respectively.

Advertising

The Organization expenses advertising costs as they are incurred. Total advertising costs for the years ended February 28, 2021 and February 29, 2020 totaled \$14,287 and \$46,899, respectively.

Inventory

Inventory consists of weatherization supplies and work in process and is valued at the lower of cost or net realizable value, using the first-in, first-out method.

New Accounting Pronouncement

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers* (Topic 606). The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers. The Organization adopted the new standard effective March 1, 2020, the first day of the Organization's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for the applicable revenue streams; as such, no cumulative effect adjustment was recorded.

Revenue Recognition

Amounts received from conditional grants and contracts for specific purposes are generally recognized as income to the extent that related expenses and conditions are incurred or met. Conditional grants received prior to the conditions being met are reported as refundable advances. Contributions of cash and other assets are reported as with donor restrictions if they are received with donor imposed stipulations that limit the use of the donated assets. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as without donor restrictions.

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020****Program Service Revenue**

Program service revenue is recognized as revenue when the services are performed.

Rental Revenue

The Organization derives revenues from the rental of apartment units. Revenues are recognized as income, monthly, when rents become due, and control of the apartment units is transferred to the lessees. The individual leases are for a term of one year and are cancelable by the tenants. Control of the leased units is transferred to the lessee in an amount that reflects the consideration the Partnership expects to be entitled to in exchange for the leased units. The cost incurred to obtain the lease will be expensed as incurred.

Performance Obligations and Contract Assets and Liabilities

The performance obligations related to the lease contracts and program services are satisfied at a point in time. Revenue from performance obligations satisfied at a point in time consist of monthly rental payments and fees for program services. Contract assets for the year ended February 28, 2021 were \$2,378. Contract liabilities for the year ended February 28, 2021 were \$911. There were no contract assets or liabilities for the year ended February 29, 2020.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been presented in the Consolidated Statements of Functional Expenses. Accordingly, certain costs have been allocated among the program services and supporting activities benefited. Expenses are charged to each program based on the direct expenses incurred or estimated usage based on time spent on each program by staff.

<u>Expense</u>	<u>Method of allocation</u>
Wages and benefits	Time and effort
Depreciation	Actual assets used by program
All other expenses	Direct assignment

2. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of February 28, 2021 and February 29, 2020:

	<u>2021</u>	<u>2020</u>
Financial assets at year end:		
Cash and cash equivalents, undesignated	\$ 889,766	\$ 549,026
Accounts receivable	3,762,809	2,556,855
Investments	127,996	110,078
Cash escrow and reserves	65,437	-
Total financial assets	<u>4,846,008</u>	<u>3,215,959</u>

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020**

Less amounts not available to be used within one year:		
Net assets with donor restrictions	1,048,832	362,814
Reserve funds	<u>60,212</u>	<u> </u>
Amounts not available within one year	<u>1,109,044</u>	<u>362,814</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 3,736,964</u>	<u>\$ 2,853,145</u>

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$4,360,000 and \$3,995,000 respectively, at February 28, 2021 and February 29, 2020. The Organization has a line of credit with \$219,972 and \$50,000, available to borrow on, at February 28, 2021 and February 29, 2020, respectively.

3. ACCOUNTS RECEIVABLE

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be zero at February 28, 2021 and February 29, 2020. The Organization has no policy for charging interest on overdue accounts.

4. REFUNDABLE ADVANCES

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$1,036,941 and \$1,084,516 as of February 28, 2021 and February 29, 2020, respectively.

5. RETIREMENT PLAN

The Organization has a qualified contributory pension plan which covers substantially all employees. The cost of the plan is charged to programs administered by the Organization. The expense of the plan for the year ended February 28, 2021 and February 29, 2020 totaled \$193,103 and \$181,057, respectively.

6. LEASED FACILITIES

Facilities occupied by the Organization for its community service programs are leased under various operating leases. The lease terms range from month to month to twenty years. For the year ended February 28, 2021 and February 29, 2020, the annual lease expense for the leased facilities was \$542,317 and \$546,861, respectively.

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

The approximate future minimum lease payments on the above leases are as follows:

<u>Year Ended</u> <u>February 28</u>	<u>Amount</u>
2022	\$ 472,703
2023	445,235
2024	411,834
2025	245,038
2026	88,762
Thereafter	<u>776,979</u>
Total	<u>\$ 2,440,551</u>

7. ACCRUED EARNED TIME

The Organization has accrued a liability for future annual leave time that its employees have earned and vested with the employees in the amount of \$415,580 and \$341,532 at February 28, 2021 and February 29, 2020, respectively.

8. BANK LINE OF CREDIT

The Organization has a \$200,000 revolving line of credit agreement (the line) with a bank that is due on demand. The line calls for monthly variable interest payments based on the Wall Street Journal Prime Rate (4.75% at February 28, 2021 and February 29, 2020) plus 1%, but not less than 6% per annum. The line is secured by all the Organization's assets. There was no balance outstanding at February 28, 2021. There was a balance of \$200,000 outstanding at February 29, 2020.

During the year ended February 29, 2020 the Organization entered into an additional revolving line of credit agreement (the line) in the amount of \$400,000 with a bank that is due on demand. The line calls for monthly variable interest payments based on the LIBOR rate (2.62% and 4.02% at February 28, 2021 and February 29, 2020, respectively). The line is secured by all the Organization's assets. There was a balance of \$380,028 and \$350,000 outstanding at February 28, 2021 and February 29, 2020, respectively.

9. CONCENTRATION OF RISK

For the years ended February 28, 2021 and February 29, 2020, approximately \$11,400,000 (42%) and \$12,100,000 (49%), respectively, of the Organization's total revenue was received from the Department of Health and Human Services. The future scale and nature of the Organization is dependent upon continued support from this department.

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020.**10. LONG TERM DEBT**

Long term debt consisted of the following as of February 28, 2021 and February 29, 2020:

	<u>2021</u>	<u>2020</u>
5.50% note payable to a financial institution in monthly installments of \$1,634 through July 2039. The note is secured by property of the Organization.	\$ 225,459	\$ 232,259
5.75% note payable to a financial institution in monthly installments for principal and interest of \$13,912 through July 2023. The note is secured by property of the Organization for Lakes Region Family Center.	375,827	520,492
3.00% note payable to the City of Concord for leasehold improvements in monthly installments for principal and interest of \$747 through May 2027. The note is secured by property of the Organization for the agency administrative building renovations.	50,507	57,848
7.00% note payable to a bank in monthly installments for principal and interest of \$4,842 through May 2023. The note is secured by a first real estate mortgage and assignment of rents and leases on property located in Concord, New Hampshire for Early Head Start.	164,553	204,899
Non-interest bearing note payable by Sandy Ledge to New Hampshire Housing deferred until June 1, 2034 or until the project is sold or refinanced or surplus cash is available. The note is collateralized by a mortgage on real estate.	<u>343,081</u>	<u>-</u>
Total long-term debt before unamortized deferred financing cost.	1,159,427	1,015,498
Unamortized deferred financing costs	<u>(6,286)</u>	<u>-</u>
	1,153,141	1,015,498
Less amounts due within one year	<u>213,444</u>	<u>201,245</u>
Long term portion	<u>\$ 939,697</u>	<u>\$ 814,253</u>

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

The scheduled maturities of long-term debt as of February 28, 2021 were as follows:

<u>Year Ending</u> <u>February 28</u>	<u>Amount</u>
2022	\$ 213,444
2023	226,567
2024	146,511
2025	16,749
2026	17,517
Thereafter	<u>532,353</u>
	<u>\$ 1,153,141</u>

11. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of February 28, 2021, and February 29, 2020:

	<u>2021</u>	<u>2020</u>
Land	\$ 279,340	\$ 168,676
Building and improvements	6,867,176	5,376,094
Equipment and vehicles	6,117,020	5,652,539
Construction in process	<u>18,126</u>	<u> </u>
	13,281,662	11,197,309
Less accumulated depreciation	<u>7,639,290</u>	<u>6,695,428</u>
Property and equipment, net	<u>\$ 5,642,372</u>	<u>\$ 4,501,881</u>

Depreciation expense for the years ended February 28, 2021 and February 29, 2020 totaled \$458,009 and \$401,166, respectively.

12. CONTINGENCIES

The Organization receives grant funding from various sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed as of February 28, 2021.

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020**13. NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions are available for the following specific program services as of February 28, 2021 and February 29, 2020:

	<u>2021</u>	<u>2020</u>
NH Food Pantry Coalition	\$ 663	\$ 663
Senior Center	142,817	141,114
Elder Services	499,201	2,887
Mary Gale	-	24,082
NH Rotary Food Challenge	5,058	5,068
Summer Feeding	60,433	18,840
Common Pantry	5,512	4,764
Caring Fund	8,791	9,064
Agency – FAP	2,604	4,751
Agency Head Start	224,847	145,747
Agency – FP/PN	87,387	-
Community Crisis	350	2,550
Other Programs	11,169	3,304
	<u>\$ 1,048,832</u>	<u>\$ 362,814</u>
Total net assets with donor restrictions	<u>\$ 1,048,832</u>	<u>\$ 362,814</u>

14. RELATED PARTY TRANSACTIONS

The Organization serves as the management agent for the following organizations:

<u>Related Party</u>	<u>Function</u>
Belmont Elderly Housing, Inc.	HUD Property
Epsom Elderly Housing, Inc.	HUD Property
Alton Housing for the Elderly, Inc.	HUD Property
Pembroke Housing for the Elderly, Inc.	HUD Property
Newbury Elderly Housing, Inc.	HUD Property
Kearsarge Elderly Housing, Inc.	HUD Property
Riverside Housing Corporation	HUD Property
Twin Rivers Community Corporation	Property Development
Ozanam Place, Inc.	Transitional Supportive Services
TRCC Housing Limited Partnership I	Low Income Housing Tax Credit Property

The services performed by the Organization included, marketing, accounting, tenant selection (for the HUD properties), HUD compliance (for the HUD properties), and maintenance of property.

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020**

The total amount due from the related parties (collectively) at February 28, 2021 and February 29, 2020 was \$181,384 and \$198,763, respectively, and is included in accounts receivables.

15. RECLASSIFICATION

Certain amounts and accounts from the prior year financial statements have been reclassified to enhance the comparability with the presentation of the current year.

16. FAIR VALUE OF FINANCIAL INSTRUMENTS

Community Action Program Belknap-Merrimack Counties, Inc. has also invested money relating to its Fix-It program in certain mutual funds. The fair value of the mutual funds totaled \$126,996 and \$109,078 at February 28, 2021 and February 29, 2020, respectively.

ASC Topic No. 825-10, Financial Instruments, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with FASB ASC 820, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, FASB ASC 820 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under FASB ASC 820 are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability, and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

At February 28, 2021 and February 29, 2020, the Organization's investments were classified as Level 1 and were based on fair value.

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020****Fair Value Measurements using Significant Observable Inputs (Level 1)**

	<u>2021</u>	<u>2020</u>
Beginning balance – mutual funds	\$ 109,078	\$ 101,522
Total gains – mutual funds	<u>17,918</u>	<u>7,556</u>
Ending balance – mutual funds	<u>\$ 126,996</u>	<u>\$ 109,078</u>

The carrying amount of cash, current assets, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

The Organization also has \$1,000 invested in a Partnership, The Lakes Region Partnership for Public Health, at February 28, 2021 and February 29, 2020.

17. FISCAL AGENT

Community Action Program Belknap-Merrimack Counties, Inc. acts as the fiscal agent for the following community organizations: Franklin Community Services Building (Franklin), the Common Pantry (Laconia), the Caring Fund (Meredith), the NH Food Pantry Coalition, the NH Rotary Food Challenge and FGP/SCP Association Region 1. The Agency provides the management and oversight of the revenues received (donations) and the expenses (utilities, food and emergency services).

18. PAYCHECK PROTECTION PROGRAM

In April 2020, the Organization received loan proceeds in the amount of \$1,935,300 under the Paycheck Protection Program ("PPP"). The PPP is established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act").

If the Organization does not meet the loan criteria, the unforgiven portion of the PPP loan is payable over five years at an interest rate of 1%, with a deferral of payments for the first ten months.

19. OTHER MATTERS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization's business. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic.

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020****20. TRANSFER OF PARTNERSHIP INTEREST**

During the year ended February 28, 2021, Community Action Program of Belknap-Merrimack Counties, Inc. acquired a partnership interest in a low-income housing limited partnership, Sandy Ledge.

The following is a summary of the assets and liabilities of the partnership at the date of acquisition:

Date of Transfer	<u>03/01/2020</u>
Cash	\$ 3,793
Cash reserves	58,239
Accounts receivable	2,496
Prepaid expenses	10,827
Property, net	980,089
Other assets	<u>8,132</u>
Total assets	<u>\$ 1,063,576</u>
Note payable	\$ 336,311
Other liabilities	<u>24,019</u>
Total liabilities	360,330
Partners' capital	<u>703,246</u>
Total liabilities and Partners' Capital consolidated	<u>\$ 1,063,576</u>

21. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the consolidated statement of financial position date, but before the consolidated financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the consolidated statement of financial position date, including the estimates inherent in the process of preparing consolidated financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the consolidated statement of financial position date, but arose after that date. Management has evaluated subsequent events through February 14, 2022, the date the consolidated financial statements were available to be issued.

COMMUNITY ACTION PROGRAM BELKNAP – MERRIMACK COUNTIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED FEBRUARY 28, 2021 AND FEBRUARY 29, 2020

On September 14, 2021, the Organization received partial forgiveness in the amount of \$1,615,427. The remaining \$312,873 has been converted to a loan, due in 44 monthly payments of principal and interest at a rate of 1%. The loan will mature in April 2025.

COMMUNITY ACTION PROGRAM BELKNAP - MERRIMACK COUNTIES, INC.**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2021**

FEDERAL GRANTOR/ PROGRAM TITLE	Assistance Listing NUMBER	PASS THROUGH GRANTOR'S NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	PASSED THROUGH TO SUB-RECIPIENTS
US DEPARTMENT OF HEALTH AND HUMAN SERVICES					
HEAD START CLUSTER					
Head Start	93.600		01CH2052-05-01 & 01CH011357	\$ 4,317,920	
Head Start	93.600	State of New Hampshire	NONE PROVIDED	228,000	
			TOTAL	4,645,920	
Low Income Home Energy Assistance Program	93.568	State of New Hampshire	01-02-02-0247010-77050000	3,767,213	
CV-Low Income Home Energy Assistance Program	93.568	State of New Hampshire	01-02-02-0247010-77050000	82,699	
Low Income Home Energy Assistance Program-WX	93.568	State of New Hampshire	01-02-02-0247010-77050000	182,700	
			TOTAL	4,012,612	
Community Services Block Grant	93.569	State of New Hampshire	05-085-045-450010-7148	474,958	
CV-Community Services Block Grant	93.569	State of New Hampshire	05-085-045-450010-7148	32,698	
			TOTAL	507,656	
Social Services Block Grant-Home Delivered & Congregate Meals	93.667	State of New Hampshire	05-95-48-481010-9255	261,929	
Social Services Block Grant-Service Link	93.667	State of New Hampshire	545-500387	8,963	
			TOTAL	270,892	
Temporary Assistance for Needy Families-Family Planning	93.558	State of New Hampshire	05-95-45-450010-8148	1,048	
Temporary Assistance for Needy Families-Workplace Success	93.558	Southern New Hampshire Services	05-95-45-450010-81270000	148,712	
			CLUSTER TOTAL	149,760	
AGING CLUSTER					
Title III, Part B-Senior Transportation	93.044	State of New Hampshire	05-95-48-481010-7872	86,970	
Title III, Part C-Congregate Meals	93.045	State of New Hampshire	05-95-48-481010-7872	82,887	
Title III, Part C-Home Delivered Meals	93.045	State of New Hampshire	05-95-48-481010-7872	683,717	
NSIP	93.053	State of New Hampshire	-1056477	184,447	
			CLUSTER TOTAL	1,047,821	
CHILD CARE AND DEVELOPMENT FUND CLUSTER					
Child Care & Development Block Grant	93.575	State of New Hampshire	NONE PROVIDED	414,145	
Child Care Mandatory & Matching Funds of the CCDF	93.598	State of New Hampshire	NONE PROVIDED	68,127	
			CLUSTER TOTAL	482,272	
MEDICAID CLUSTER					
Medical Assistance Program	93.778	State of New Hampshire	102-500731	82,099	
Medical Assistance Program - Veterans	93.778	Gateways Community Services		52,977	
			CLUSTER TOTAL	135,076	
Family Planning - Services	93.217	State of New Hampshire	05-95-90-902010-5530	63,101	
Public Health Emergency Response:					
Cooperative Agreement for Emergency Response: Public Health	93.354	State of New Hampshire	U62PS003655	2,481	
Maternal, Infant, & Early Childhood Home Visiting Program	93.870	State of New Hampshire	05-95-042-421010-29580000	102,217	
National Family Caregiver Support, Title III, Part E-Service Link	93.052	State of New Hampshire	102-500731	51,110	
Special Programs for Aging, Title IV-Service Link	93.048	State of New Hampshire	102-500731	13,705	
State Health Insurance Assistance Program	93.324	State of New Hampshire	102-500731	14,788	
Medicare Enrollment Assistance Program	93.071	State of New Hampshire	102-500731	5,367	
			HHS TOTAL	\$ 11,404,978	
US DEPARTMENT OF AGRICULTURE					
Special Suppl. Nutrition Program for Women, Infants & Children	10.557	State of New Hampshire	184NH703W1003	\$ 641,527	
Senior Farmers Market	10.578	State of New Hampshire	05-95-90-902010-52600000	81,091	
Child & Adult Care Food Program	10.558	State of New Hampshire	NONE PROVIDED	96,798	
CHILD NUTRITION CLUSTER					
Summer Food Service Program For Children	10.559	State of New Hampshire	NONE PROVIDED	143,617	

See Notes to Schedule of Expenditures of Federal Awards

FEDERAL GRANTOR/ PROGRAM TITLE	Assistance Listing NUMBER	PASS THROUGH GRANTOR'S NAME	IDENTIFYING NUMBER	FEDERAL EXPENDITURES	Continued PASSED THROUGH TO SUB-RECIPIENTS
FOOD DISTRIBUTION CLUSTER					
Commodity Supplemental Food Program	10.565	State of New Hampshire	05-95-90-902010-52600000	\$ 1,112,711	\$ 893,224
Emergency Food Assistance Program-Administration	10.568	State of New Hampshire	81750000	408,707	83,363
CV-Emergency Food Assistance Program-Administration	10.568	State of New Hampshire	81750000	386,238	
Emergency Food Assistance Program	10.569	State of New Hampshire	81750000	1,208,383	1,286,383
CV-Emergency Food Assistance Program	10.569	State of New Hampshire	81750000	1,000,215	1,000,215
			CLUSTER TOTAL:	4,282,754	
Trade Milkation	10.178	State of New Hampshire	NONE PROVIDED	2,025,033	1,823,324
			USDA TOTAL	\$ 7,270,320	\$ 5,276,508
CORPORATION FOR NATIONAL & COMMUNITY SERVICES					
FOSTER GRANDPARENTS/SENIOR COMPANION CLUSTER					
Senior Companion Program	94.016		16SCANH001	\$ 389,298	
			CNCS TOTAL	\$ 389,298	
US DEPARTMENT OF TRANSPORTATION					
TRANSIT SERVICES PROGRAMS CLUSTER					
Formula Grants for Rural Areas-Concord Transit	20.509	State of New Hampshire-Department of Transportation	NH-18-X048	\$-	689,104
Enhanced Mobility of Seniors & Ind. W/Disabilities-CAT	20.513	State of New Hampshire-Department of Transportation	NH-18-X043	18,189	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20.513	State of New Hampshire-Department of Transportation	NH-18-X043	57,501	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Rural Transportation	20.513	Essex Seats	IL-2019-27-00	9,661	
Enhanced Mobility of Seniors & Ind. W/Disabilities-Volunteer Drivers	20.513	Merrimack County	NH-65-X001	119,567	
			CLUSTER TOTAL	192,928	
			DOT TOTAL	\$ 192,928	
US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					
Emergency Solutions Grant	14.231	State of New Hampshire	05-95-42-423010-7927	\$ 175,488	
CV-Emergency Solutions Grant	14.231	State of New Hampshire	05-95-42-423010-7927	23,075	
			TOTAL	198,563	
Continuum of Care Program	12.267	State of New Hampshire	05-95-42-423010-7927-102-500731	197,935	
Continuum of Care Program	14.267	State of New Hampshire	05-95-42-423010-7927-102-500731	84,421	
			TOTAL	282,356	
			HUD TOTAL	\$ 480,919	
US DEPARTMENT OF ENERGY					
Weatherization Assistance for Low Income Persons					
	81.042	State of New Hampshire	01-02-02-024010-77060000	\$ 219,818	
			DOE TOTAL	\$ 219,818	
US DEPARTMENT OF LABOR					
Senior Community Service Employment Program					
	17.235	State of New Hampshire	03-22-22-330510-1453000	\$ 438,470	
WIA/WIOA CLUSTER					
WIA/WIOA - Adult Program	17.258	Southern New Hampshire Services	0510-53380000-102-500731	55,817	
WIA/WIOA - Dislocated Worker Formula Grants	17.278	Southern New Hampshire Services	0510-53380000-102-500731	17,192	
			CLUSTER TOTAL:	73,009	
			DOL TOTAL	\$ 511,479	
U.S. DEPARTMENT OF THE TREASURY					
Coronavirus Relief Fund	21.019	State of New Hampshire	SS-2021-BHS-03-HOUSI-02	\$ 2,212,383	
Coronavirus Relief Fund	21.019	State of New Hampshire	Veterans	18,006	
			US TREASURY TOTAL	\$ 2,230,389	
			TOTAL	\$ 23,389,233	\$ 5,276,508

See Notes to the Schedule of Expenditures of Federal Awards.

SUPPLEMENTAL INFORMATION

(See Independent Auditors' Report)

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED FEBRUARY 28, 2021**

NOTE 1: BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Community Action Program Belknap-Merrimack Counties, Inc. under programs of the federal government for the year ended February 28, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Community Action Program Belknap-Merrimack Counties, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

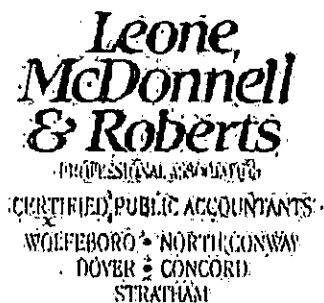
Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE 3: INDIRECT COST RATE

Community Action Program Belknap-Merrimack Counties, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4: FOOD COMMODITIES AND VEHICLES

Nonmonetary assistance is reported in the Schedule at the fair value of the commodities received and disbursed.



COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

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

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. (a nonprofit organization), which comprise the statement of financial position as of February 28, 2021, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 14, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control.

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

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2021-001 that we consider to be a material weakness.

Compliance and Other Matters

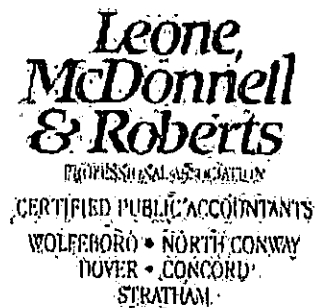
As part of obtaining reasonable assurance about whether Community Action Program Belknap-Merrimack Counties, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance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

Purpose of this Report

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

Leone McDonnell & Roberts
Professional Association

Concord, New Hampshire
February 14, 2022



COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH
MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors
Community Action Program Belknap-Merrimack Counties, Inc.
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs for the year ended February 28, 2021. Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Community Action Program Belknap-Merrimack Counties, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Community Action Program Belknap-Merrimack Counties, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Community Action Program Belknap-Merrimack Counties, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Community Action Program Belknap-Merrimack Counties, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2021.

Report on Internal Control Over Compliance

Management of Community Action Program Belknap-Merrimack Counties, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Community Action Program Belknap-Merrimack Counties, Inc.'s internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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

Leoni McDonnell & Roberts
Professional Association

Concord, New Hampshire
February 14, 2022

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED FEBRUARY 28, 2021**

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Community Action Program Belknap-Merrimack Counties, Inc. were prepared in accordance with generally accepted accounting principles.
2. One material weakness relating to the audit of the financial statements is reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Community Action Program Belknap-Merrimack Counties, Inc., which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and On Internal Control Over Compliance Required by the Uniform Guidance*. No material weaknesses are reported.
5. The auditors' report on compliance for the major federal award programs for Community Action Program Belknap-Merrimack Counties, Inc. expresses an unmodified opinion on all major programs.
6. There were no audit findings that are required to be reported in accordance with 2 CFR section 200.516(a).
7. The programs tested as major programs include:
U.S. Department of Health and Human Services, Low Income Home Energy Assistance Program 93.568, Medical Assistance Program 93.778, National Family Caregiver Support, Title III, Part E 93.052, U.S. Department of Agriculture, Food Distribution Cluster, 10.565, 10.568, 10.569, U.S. Department of the Treasury, Coronavirus Relief Fund, 21.019.
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Community Action Program Belknap-Merrimack Counties, Inc. was determined to not be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

MATERIAL WEAKNESS

2021-001

Condition: The financial statements presented to the auditor at the beginning of fieldwork included accounts that had not been reconciled accurately or in a timely manner.

Criteria: The Organization's internal control procedures should be structured so that accounts are reconciled and reviewed on a timely basis.

Cause: Significant turnover in the fiscal department of the organization.

Effect: Significant audit and late client entries were recorded to ensure accurate account balances.

Recommendation: The auditors recommend that the financial close process includes a review and reconciliation of all significant accounts.

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL PROGRAMS AUDIT

None

Phone (603) 225-3295
 (800) 856-5525
 Fax (603) 228-1898
 Web www.bm-cap.org



2 Industrial Park Drive
 P.O. Box 1016
 Concord, NH
 03302-1016

February 14, 2022

Finding 2021-001:

Plan: Going forward all reconciliations will be completed in a timely manner. This will ensure any errors and omissions will be caught and corrected timely. All accounts will be reviewed and reconciled before fieldwork begins. This will eliminate the need for significant audit and late client entries.

Anticipated Completion Date: 2/14/2022

Contact: Jill Lesmerises, CFO

ALTON	CONCORD	EPSOM	FRANKLIN	LACONIA	NEWBURY	SUNCOOK
Senior Center..... 875-7102	Area Center..... 225-6880	Meadow Brook Housing..... 736-8220	Area Center..... 934-3444	Area Center..... 524-5312	Newbury Community..... 763-0360	Area Center..... 485-7874
Prospect View Housing..... 875-3111	Head Start..... 224-6492		Head Start..... 934-2181	Head Start..... 528-5334	Housing..... 485-4254	Senior Center..... 485-4254
	Early Head Start..... 224-6492		Senior Center..... 934-2161	Early Head Start..... 528-5334		
	Concord Area..... 225-9092		Family Planning..... 524-5453	Senior Center..... 524-7689	PEMBROKE	TILTON
	Medical on Wheels..... 225-1787		Workplace Success..... 524-4367	Village of Pembroke Farms..... 485-1942		Senior Center..... 527-8291
	Concord Area Transit..... 228-6956			Housing..... 485-1942	WARNER	
	Horseshoe Pond Place..... 225-2050				PITTSFIELD	
	WIC/CFEP..... 225-2305				Senior Center..... 433-8482	Area Center..... 456-2207
	Workplace Success..... 225-2305				Head Start..... 435-6618	Head Start..... 456-2208
					Early Head Start..... 435-6611	North Ridge Housing..... 456-3398
BRADFORD				MEREDITH		
Senior Center..... 938-2104				Area Center..... 279-4096		

COMMUNITY ACTION PROGRAM BELKNAP-MERRIMACK COUNTIES, INC.

**SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED FEBRUARY 28, 2021**

MATERIAL WEAKNESS

2020-001

Condition: The financial statements presented to the auditor at the beginning of fieldwork understated revenue and expenses by a material amount. This was primarily the result of improper cut off due to revenue and expenses related to the fiscal year under audit being recorded to the subsequent period.

Recommendations: The auditors recommend that the Organization implement procedures so that balance sheet accounts are reconciled and reviewed by management on a monthly basis. Further, the auditors recommend that the financial closing process be simplified and include a review of all significant balance sheet and profit and loss accounts.

Current Status: Open - See 2021-001.

Effective March 1, 2022



**COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.**

BOARD OF DIRECTORS

Dennis Martino, <i>President</i>	Theresa M. Cromwell
Chris Pyles, <i>Vice President</i>	Kathy Goode
Safiya Wazir, <i>Treasurer</i>	Sara A. Lewko
A. Bruce Carri, <i>Secretary/Clerk</i>	David Siff, Esq.
Heather Brown	David Croft, Sheriff

Current fiscal year (3/1/22 – 2/28/23) board meetings – 3/10/22, 5/12/21, 9/8/21, 11/10/21, 1/12/23

April Steffensmeier

Summary

Social Worker dedicated to the empowerment of at-risk populations in overcoming barriers to create a rich and meaningful life. BSW from the University of Missouri, 16 years in service coordination for at-risk individuals.

Experience

Community Action Program Belknap-Merrimack September 2021 - Present
ServiceLink Center Manager

- Plans, organizes, staffs, directs and evaluates program operations activities such as: logistical operations, performance measurement and reporting, subcontract management, management of public education and outreach, oversight of volunteer program, community provider relationship development, program review, continuous quality improvement, staff evaluation and accountability, and ServiceLink Resource Center team oversight.
- Manages a team process within the SLRC to foster a cooperative working environment between resource center staff, on-site team members and designated community long-term care providers.
- Oversees and is accountable for all day-to-day processing of ServiceLink Resource Center site programs evaluations, including operational reports, quality reports, State and Federal reports to Bureau of Elderly and Adult Services (BEAS) and Federal reports to the Administration on Aging and Centers for Medicare and Medicaid by designated time frames.

Beyond Housing

August 2018 - September 2021

Housing Resource Manager

- Manage team of three Housing Resource Specialists to provide case management and resource referrals to 400 rental housing families
- Coordinate services that enable families to achieve goals related to improved health, higher education, increased income and credit scores, and homeownership
- Provide basic financial education related to budgeting and credit improvement
- Ensure accurate and timely documentation for program integrity and funder requirements

Columbia Housing Authority

2006 - 2018

Resident Services Coordinator – Independent Living Program

- Coordinate services for adults 55 and older and persons with disabilities living in public housing so they may continue living as independently as possible
- Aid clients in conflict resolution and crisis intervention
- Partner with local agencies to provide on-site educational programming, health clinics, and social events
- Supervise community volunteers, resident associations, and students completing professional degrees
- Draft, implement, monitor and evaluate grant proposals

Family Self-Sufficiency Coordinator – Housing Choice Voucher Program

- Assisted HCV (Housing Choice Voucher) families in achieving self-sufficiency through mutually developed 5-year plan for self-sufficiency
- Developed and administered financial education and homeownership classes
- Administered HCV Homeownership Program

Plasma Biological Services, Inc.

2005 – 2006

Quality Assurance Assistant/Phlebotomist

- Performed quality checks on all FDA regulated forms and procedures
- Trained employees on evolving processes and regulations
- Drew blood; performed plasmapheresis; checked vital signs, approved donors

MU Wellness Resource Center

2001 – 2005

Student Assistant

- Answered multi line phone; Performed general office duties
- Assisted with awareness communication projects on alcohol and drugs, nutrition, stress, and college life
- Created and performed wellness skits during Summer Welcome

**Education
&**

B.S.W. (Bachelor of Social Work)

2005

University of Missouri - Columbia

Certifications

Practicum: Columbia Housing Authority

MO Medicare Counselor (CLAIM) | Housing Choice Voucher Specialist

Jeanne Agri

PROFESSIONAL PROFILE

Versatile and experienced leader with highly developed communication skills: written, verbal and presentational. Adept in coaching and mentoring employees and colleagues as evidenced by my selection by the National Office of Head Start to serve as a mentor for new Head Start Directors. Committed to continuous improvement of activities to ensure they meet outcomes approved by the board through strategic planning, creating goal-oriented systems and conformance with all local, state and federal guidance.

WORK EXPERIENCE

Community Action Program Belknap-Merrimack Counties, Concord, NH
Executive Director

2018-present

- Assures the organization has long-range strategy which makes consistent and timely progress towards meeting the Agencies overall mission
- Responsible for the general supervision of all grant awards, ensuring that all statutory, regulatory, and /or program and financial requirements are met, that generally accepted accounting principles are applied, and that all program and financial policies and procedures are adhered to.
- Provide leadership in developing programs, organizational structures and financial systems that carry out the instructions and policies authorized by the Board
- Establish sound working relationships and cooperative arrangements with community groups, organizations and all funding sources important to the development of the agency and programs.
- See that the Board Director is kept fully informed and up to date on the condition of the organization and all important Federal, State or local requirements impacting on the Agency and/or its programs.

Southern New Hampshire Services, Manchester, NH
Education and Nutrition Operations Director

2016 - 2018

- Coordinate, manage and monitor workings of Child Development, Women Infant and Children, and Literacy Programs, as well as development of an agency wide Two-Generational Approach to services
- Formulate, improve and implement departmental and organizational policies and procedures to maximize output. Monitor adherence to rules, regulations, and procedures
- Assist in the recruitment and placement of required staff; establishment of organizational structure; delegation of tasks and accountabilities
- Supervise staff, including establishment of work schedules and monitoring and evaluating performance in partnership with Executive Director
- Assist in development of strategic plans for operational activity; implement and manage operational plans

Director of Child Development Programs

2001-2016

- Hire, coach and evaluate the performance of Program Managers, Specialists, Coordinators, Center Directors, Teachers and Head Start support staff
- Provide coaching, and learning opportunities for all employees focused on promoting, supporting and improving early development of children from the prenatal stage to five years of age using research - based practices
- Plan and implement strategic interventions with Program Managers, Specialists, Coordinators and Center Directors for sites needing administrative support and direction
- Plan, coordinate and facilitate regular leadership meetings for evaluating and strengthening systems to maintain the highest quality of services in compliance with Head Start Performance Standards
- Develop internal structures, systems, and policies supporting major content areas of Head Start program including education, health, mental health, social services, parent involvement, nutrition, disabilities, and transportation

- Collaborate with managers and internal fiscal department in the monitoring and control of component budgets; identification and interpretation of Head Start and community needs; conformance to the Performance Standards and other regulatory requirements
- Work in partnership with internal departments to support project goals and meet customer expectations
- Establish and maintain relationships and collaborations with public school districts, systems of higher education, and other community agencies and partners
- Ensure adequate systems in place to maintain the highest quality of services to children and families in compliance with Head Start Performance Standards
- Ensure consistency in service delivery across the program with attention to inclusive practices and integration of component areas; encourage continuous improvement of systems.

Quality Assurance Director/Co-Director for Child Development Programs 1999-2001

- Established and managed a robust monitoring, analysis and evaluation system with well-defined results, milestones, and targets inclusive of Continuous Quality Improvement practices
- Monitored for quality and compliance at Grantee and Delegate level
- Worked closely with program Director to review, track and assess monitoring compliance throughout program operations
- Developed and implements a written quality assurance and performance evaluation plan in conjunction with Governing Board, Policy Council
- Interpreted and evaluated a variety of information to present it in meaningful oral or written form for varied audiences and provide reliable analysis leading to sound decision-making

Area Manager/Education Manager 1997-1999

- Supervision of various Child Care sites including direct supervision of Center Directors/Site Managers
- Coordinate personal and professional development and training plans for staff and ensure teaching staff progress towards educational requirements as supported by the Performance Standards
- Documented and administered both positive and negative feedback and utilize Performance Improvement Plans when warranted.

Child Care Center Director/Site Manager 1995-1997

- Supervised, mentored, coach and administered work plans and directives to staff
- Communicated areas of performance improvement to staff and promote training that reflected individual needs of staff members and the team as a whole
- Ensure program compliance with codes of state and local licensing agencies and grant requirements

New Hampshire Technical College, Nashua, NH

Instructor 1995-1997

- Taught Child Growth & Development and assisted in curriculum development for Early Childhood Education Program
- Planned and organized instruction to maximize documented student learning
- Employed appropriate teaching and learning strategies to communicate subject matter to students
- Modified, where applicable, instructional methods and strategies to meet diverse student needs

EDUCATION

Southern New Hampshire University, Manchester, NH
Master's in Business Administration

June 2017

Notre Dame College, Manchester, NH
Bachelors of Arts in Elementary Education

1981

Jill Lesmerises

Profile

Experienced and self-motivated Accounting Professional bringing forth over 30 years of valuable progressive non-profit experience. Looking for an opportunity to use my non-profit experience to help guide an organization. Areas of experience range from cash management, bank reconciliations, accounts receivable, fixed assets, accounts payable, payroll, audit preparation, budget preparation, monitoring subrecipients, 403B pension compliance and audit preparation, employee benefits, and system implementations.

Employment Experience

10/21 – Present

Chief Fiscal Officer, Community Action Program Belknap-Merrimack Counties, Inc.

CAPBM is a not-for-profit with 25 million in revenue with 11 legal entities. The Agency has over 300 employees and holds 8 million in assets.

Oversee the daily activities of 6 fiscal staff, conduct budget meetings, prepare work papers for annual audit for agency and 10 housing projects, manage the daily cash flow of the agency and 10 housing projects, prepare paperwork for monitorings conducted by various funding sources, and review accounts payable input, journal entries, accounts receivable input, and monthly billings.

10/17 – 12/21

Senior Accountant, Southern New Hampshire Services, Inc.

Southern New Hampshire Services is a not-for-profit with 49 million in revenue with 30 legal entities. The Agency has over 400 employees and holds 84 million in assets.

Conduct monthly budget meetings, bill funding sources monthly, prepare work papers for annual audit, monitor subrecipients, prepare paperwork for monitoring conducted by various funding sources, review accounts payable input and manage daily workflow, provide backup for accounts payable and fuel assistance payable positions, prepare surveys for various governmental agencies, prepare ACA forms, prepare paperwork for 403B annual audit and file

5500, member and secretary of the 403B Committee, instrumental in getting PaperSave up and running within the Fiscal Department, prepare work papers for 26 housing programs

11/02 – 10/17

Staff Accountant, Community Action Program Belknap-Merrimack Counties, Inc.

At the time of my employment, Community Action Program Belknap-Merrimack Counties was a not-for-profit with 20 million in revenue. The Agency had over 479 employees and held over 7 million in assets.

Reconciled 36 bank accounts, billed funding sources monthly, prepared work papers for annual audit, prepared paperwork for monitoring by various funding sources, prepared and entered journal entries, reconciled general ledger accounts, reviewed daily accounts payable input, entered cash receipts in A/R system, provided backup for both payroll and accounts payable/receivable positions, managed daily workflow, and trained new accounting staff members

1/00 – 9/02

Account Supervisor (for 2 Companies), Whole Life, Inc.

Whole Life, Inc. is a not-for-profit with 6 million in revenue. The Agency had over 140 employees and held over 4 million in assets.

Prepared monthly and quarterly reports, yearly budgets, monthly invoices, work papers, and cost reports, prepared and entered journal entries, reconciled general ledger accounts, and billed Medicaid

9/98 – 1/00

Account Receivable Clerk (for 4 Companies), CSN Financial, Inc.

Coded cash receipts, prepared monthly invoices, and prepared accounts receivable and revenue work papers

5/93 – 9/98

Assistant Controller, Biosystems, Inc.

Collected past due accounts receivable both foreign and domestic, provided switchboard relief, handled petty cash funds, audited salesmen expenses, cut accounts payable checks, prepared journal entries, performed payroll functions

3/88 – 5/93

Business Officer, The Caring Community of Connecticut, Inc.

The Caring Community of Connecticut is a not-for-profit with 18 million in revenue.

Answered phones, filed correspondence, handled petty cash funds, typed correspondence, coded cash receipts and disbursements, reconciled bank accounts, screened job applicants, prepared work papers, and participated in administrator on-call program

Educational Background

1996-2000

Bachelor Degree in Accounting, Eastern Connecticut State University

Graduated cum laude

1992-1996

Associate Degree in Accounting, Three Rivers Community Technical College

Named to Dean's list, graduated with high honors

1981-1985

Merrimack Valley High School

Member of National Honor Society, named to Honor Roll for 3 years

Volunteer Work

1/17 – Present

Director on The Loudon Communications Council

Council is responsible for the distribution of a monthly newspaper to the residents of Loudon and to maintain the Town of Loudon NH website. Also served as Treasurer of the Council for 2 years.

SUZANNE L. DEMERS, MBA

Executive Management

- C-Level Collaboration • Negotiation • Brand & Public Image
- Resource Optimization • Marketing Campaigns • Year-over-Year Growth

Accomplished and creative executive possessing multifaceted experience and a proven ability to revitalize organizations, initiate organization wide strategy, and capture untapped opportunities for growth. Results-oriented, decisive leader; adept at forging lucrative relationships with key partners, vendors, and clients.

Executive Highlights

Negotiated HMO, PPO and State funding for dual diagnosis treatment hospital with an increase payment from 3 to 7 days.

Led sales efforts and cultivated business relationships to drive 30%-40% new client revenue annually, with emphasis on creative marketing strategies and rebranding services.

Led weekly meetings with executive leadership to identify opportunities for improvement, establish milestones and tailor services for key clients

Executive Performance

Community Action Program Belknap-Merrimack Counties (2018-present)

Director of Elder Service

Responsible for all aspects of programs: Meals on Wheels, senior centers, Merrimack County ServiceLink Resource Center, NH Senior Companion Program and other community-based services for older adults. Responsible for all internal/external marketing, fundraising and grant writing. Manager over one hundred and fifty employees.

Scott Farrar at Peterborough (2016-2018)

MARKETING DIRECTOR

Manage Market Sales process of the community to achieve and maintain 100% occupancy for the community. Managed internal and external events and trainings. Organized and attended networking opportunities building a strong reputation. Maintain census that reflects over all operations budget.

American Red Cross, Massachusetts (2015- 2016)

District Manager

Led a team of 10 Account Managers to achieve second place in the Nation for Blood Collection for 2015 with Operating efficiency of 95%. Recruited to lead sales and drive accelerated growth of Red Cross blood services donor recruitment while managing 10 staff in two offices; increased advisor appointment ratios from 0.9% to 2% and sales conversion ratio from 1.5% to 3% by communicating sales opportunities and coaching advisor on marketing best practices. Researched market penetration and viability, developed strategies and coinciding reports to track results; trends, profitability, and areas of opportunity, then adjusted strategies as needed. Developed and led monthly meetings with COO, CEO and Executive Directors to build One Red Cross brand.

American Red Cross, Massachusetts (2013-2015)

Business Development Manager

Aggressively identified, recruited and developed new and lapsed business development resulting in exceeding annual goal for blood collection for the State of Massachusetts. Achieved 110% of goal with operating efficiency of 94% annually. Research targeted accounts and individuals for strategic growth opportunities. Responsible for directing business development for large business, military and educational accounts; acted as the key person for negotiation of issues with Executive levels with high profile accounts. Created, developed and implemented National training for Account Managers with new branding material of One Red Cross. Recruited, hired and training new Business Development Managers for Massachusetts.

Catholic Charities (2006-2012)

Director of Marketing/Social Worker/Admission

Established and maintained strong relationship with critical referral organizations; increase therapy services for higher billable hours. Acted as the face of Catholic Charities within the Monadnock Region for Annual Appeal and other funding needs. Assisted the non-profit organization Monadnock At Home with startup for two years. Key role of securing new customers and working with key department heads to ensure a smooth transition for residents and families for optimal satisfaction. Train and mentor staff in areas of customer service. Act as the Ethics Officer to ensure all rights are maintained.

Beech Hill Hospital (1997-1999)

Marketing Coordinator

Negotiated and Managed state, HMO and PPO contracts. Developed and implemented managed care strategy based on dual diagnosis clinical model. Acted as the first point of contact for new prospects and clients through the organization with tours and information. Daily and weekly meetings regarding census, legal issues and training needs; supported team in implementing strategy for plan of correction. Acted as the first point of contact for State of NH visits.

ORGANIZATIONAL LEADERSHIP

- Led and monitored complex projects and worked cross-functionally with various internal groups to determine project scope, requirements, and resources; managed RFP's and determined best practices while ensuring project activities aligned with business objectives.
- Analyzed funding source of private, HMO and PPO to create and implement marketing strategy to ensure organizations profitability.
- As Ethics Officer for training, investigation and reporting to legal counsel when necessary.

- Experiences, results-driven leader who accelerates customer success, delivers implementation results, and champions adoption; record of accomplishments with high client satisfaction and a showcase of successful project delivery.
- Managed weekly payor source meetings for patient care plan; reviewed with the team best plan of action for the patient and organization.

WORKSHOPS, TRAINING, AND SEMINARS

- Created training module for on boarding Red Cross employees with vision of One Red Cross
- Staff Trainer and safety officer; train and retrain staff to maintain a safe work environment reduce injury
- Ethic's officer in Long Term, Assisted Living and Residential program
- Developed client orientated operations manual with detailed staff functions
- Staff Trainer for Self Determination in focused area of Developmental Disability, Elderly and Traumatic Brain Injury
- Staff trainer of Learning Styles with staff – increase connectivity with clients and co-worker

EDUCATION

MASTER OF BUSINESS ADMINISTRATION, 2001
Franklin Pierce University, NH

BACHELOR OF SCIENCE, 1995
Keene State College, NH

ASSOCIATE DEGREE CHEMICAL DEPENDENCY 1995
Keene State College, NH

AFFILIATIONS

Board of Directors Red Cross NH/VT 2017-2019

Red Cross Bio-Med Chair 2017-2019

Chamber of Commerce Peterborough/Jaffrey 2016-2018

Peterborough Woman's Club 2017-2018

Children's Friends, 2014-2016

Monadnock At Home 2011-2013

Board of Directors: New Hampshire Dance Institute 2006-2008

Grand Circle Community Resource Team 2002-2003



**Department of Health and Human Services
Bureau of Elderly and Adult Services**

**ServiceLink Resource Center of Merrimack County
RFA-2021-DLTSS-08-SERVI-02-A02**

KEY PERSONNEL

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Jeanne Agri	Chief Executive Officer	\$145,916.10	0%	\$ 0.00
Jill Lesmerises	Chief Fiscal Officer	\$103,000.04	0%	\$ 0.00
Suzanne Demers	Director of Elder Services	\$ 85,215.00	0%	\$ 0.00
April Steffensmeier	Merrimack County ServiceLink Resource Center Manager	\$ 51,675.00	100%	\$51,675.00

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES**

Lori A. Shibley
Commissioner

Deborah D. Scheetz
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 31, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24, Governor Sununu has authorized the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into **Retroactive** amendments to existing contracts with the Contractors listed below for Aging and Disability Resource Center ServiceLink services in ten (10) geographic areas of the state to provide funds to purchase COVID-19 protective supplies by increasing the total price limitation by \$48,374.00 from \$6,443,554.02 to \$6,491,928.02 with no change to the contract completion dates of June 30, 2022, effective retroactive to July 1, 2020. 57% Federal Funds. 43% General Funds.

The original contracts were approved by Governor and Council on May 20, 2020, Item #18.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	177278	Rockingham and Strafford County	\$1,878,961.60	\$14,515.00	\$1,893,476.60
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Merrimack County	\$655,231.64	\$5,322.00	\$660,553.64
Easter Seals New Hampshire, Inc.	177204	Hillsborough County excluding Antrim, Bennington, Francesstown.	\$821,625.24	\$13,068.00	\$834,693.24

		Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County			
Grafton County Senior Citizens Council, Inc.	177675	Grafton County	\$645,745.58	\$3,385.00	\$649,130.58
Partnership for Public Health	165635	Belknap and Carroll County	\$879,649.94	\$5,318.00	\$884,967.94
Monadnock Collaborative	159303	Cheshire County, Sullivan County, and Antrim, Bennington, Francesstown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$1,185,966.42	\$5,318.00	\$1,191,284.42
Tri-County Community Action Program	177195	Coos County	\$376,373.60	\$1,448.00	\$377,821.60
		Total:	\$6,443,554.02	\$48,374.00	\$6,491,928.02

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

See attached fiscal details

EXPLANATION

These amendments are **Retroactive** because the Contractors incurred expenses related to delivering services during the COVID-19 State of Emergency that were not anticipated when the current contracts were submitted for approval.

The purpose of these amendments is to provide additional funding for ServiceLink Aging and Disability Resource Center services, State Health Insurance Assistance Program Trainer services, and Medicaid Eligibility Coordinator services. Contractors will purchase COVID-19

protective supplies such as portable free standing sneeze guards, wall mounted hand sanitizers, face masks, and face shields in order to provide services safely during the current COVID-19 State of Emergency.

ServiceLink Resource Centers are a statewide network of community-based resources for older individuals and adults living with disabilities and their families. The ServiceLink Resource Centers are available to anyone who needs assistance, guidance, help finding services, or support to live independently. ServiceLink partners will promote the independence and well-being of the people they serve at locally based offices and many satellites throughout New Hampshire.

Area served: Statewide.

Source of Funds: CFDA #93.667 FAIN2001NHSOSR; CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.052 FAIN2001NHOAFC-02, CFDA# 93.77 MEDICAID, CFDA #93.324 FAIN90SA0003-02-03, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.071 FAIN2001NHMISH-00, and CFDA #93.791, FAIN 1LICMS300148-01-10.

Respectfully submitted,



Lori A. Shibinette
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
SFY21-22

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS.,
IHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$257,930.64	\$1,320.00	\$259,250.64
545-500387	I & R Contracts	2021	\$15,685.18	\$0.00	\$15,685.18
570-500928	Family Caregiver	2021	\$54,000.00	\$0.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$257,930.64	\$0.00	\$257,930.64
545-500387	I & R Contracts	2022	\$15,685.18	\$0.00	\$15,685.18
570-500928	Family Caregiver	2022	\$54,000.00	\$0.00	\$54,000.00
	Subtotal		\$655,231.64	\$1,320.00	\$656,551.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$182,367.93	\$960.00	\$183,327.93
545-500387	I & R Contracts	2021	\$11,009.79	\$0.00	\$11,009.79
570-500928	Family Caregiver	2021	\$27,000.00	\$0.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$182,367.93	\$0.00	\$182,367.93
545-500387	I & R Contracts	2022	\$11,009.79	\$0.00	\$11,009.79
570-500928	Family Caregiver	2022	\$27,000.00	\$0.00	\$27,000.00
	Subtotal		\$440,755.44	\$960.00	\$441,715.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$450,539.75	\$2,640.00	\$453,179.75
545-500387	I & R Contracts	2021	\$26,393.33	\$0.00	\$26,393.33
570-500928	Family Caregiver	2021	\$67,000.00	\$0.00	\$67,000.00
102-500734	Contracts for Program Services	2022	\$450,539.75	\$0.00	\$450,539.75
545-500387	I & R Contracts	2022	\$26,393.33	\$0.00	\$26,393.33
570-500928	Family Caregiver	2022	\$67,000.00	\$0.00	\$67,000.00
	Subtotal		\$1,087,866.16	\$2,640.00	\$1,090,506.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$340,599.58	\$3,240.00	\$343,839.58
545-500387	I & R Contracts	2021	\$16,213.04	\$0.00	\$16,213.04
570-500928	Family Caregiver	2021	\$54,000.00	\$0.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$340,599.58	\$0.00	\$340,599.58
545-500387	I & R Contracts	2022	\$16,213.04	\$0.00	\$16,213.04
570-500928	Family Caregiver	2022	\$54,000.00	\$0.00	\$54,000.00
	Subtotal		\$821,625.24	\$3,240.00	\$824,865.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$264,726.97	\$840.00	\$265,566.97
545-500387	I & R Contracts	2021	\$17,645.82	\$0.00	\$17,645.82
570-500928	Family Caregiver	2021	\$40,500.00	\$0.00	\$40,500.00
102-500734	Contracts for Program Services	2022	\$264,726.97	\$0.00	\$264,726.97
545-500387	I & R Contracts	2022	\$17,645.82	\$0.00	\$17,645.82
570-500928	Family Caregiver	2022	\$40,500.00	\$0.00	\$40,500.00
	Subtotal		\$645,745.58	\$840.00	\$646,585.58

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$337,107.04	\$1,320.00	\$338,427.04
545-500387	I & R Contracts	2021	\$21,717.93	\$0.00	\$21,717.93
570-500928	Family Caregiver	2021	\$81,000.00	\$0.00	\$81,000.00
102-500734	Contracts for Program Services	2022	\$337,107.04	\$0.00	\$337,107.04

545-500387	I & R Contracts	2022	\$21,717.93	\$0.00	\$21,717.93
570-500928	Family Caregiver	2022	\$81,000.00	\$0.00	\$81,000.00
		Subtotal	\$879,649.94	\$1,320.00	\$880,969.94

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$468,735.81	\$1,320.00	\$470,055.81
545-500387	I & R Contracts	2021	\$31,747.40	\$0.00	\$31,747.40
570-500928	Family Caregiver	2021	\$67,500.00	\$0.00	\$67,500.00
102-500734	Contracts for Program Services	2022	\$468,735.81	\$0.00	\$468,735.81
545-500387	I & R Contracts	2022	\$31,747.40	\$0.00	\$31,747.40
570-500928	Family Caregiver	2022	\$67,500.00	\$0.00	\$67,500.00
		Subtotal	\$1,135,966.42	\$1,320.00	\$1,137,286.42

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$150,780.29	\$360.00	\$151,140.29
545-500387	I & R Contracts	2021	\$10,406.51	\$0.00	\$10,406.51
570-500928	Family Caregiver	2021	\$27,000.00	\$0.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$150,780.29	\$0.00	\$150,780.29
545-500387	I & R Contracts	2022	\$10,406.51	\$0.00	\$10,406.51
570-500928	Family Caregiver	2022	\$27,000.00	\$0.00	\$27,000.00
		Subtotal	\$376,373.60	\$360.00	\$376,733.60

Total 9565	\$6,043,214.02	\$12,000.00	\$6,055,214.02
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05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT- (100% Federal Funds - SHIP Trainer - 3 Sources)

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$25,000.00	\$0.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$25,000.00	\$0.00	\$25,000.00
		Subtotal	\$50,000.00	\$0.00	\$50,000.00

Total 3317	\$50,000.00	\$0.00	\$50,000.00
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05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON (100% Federal Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$87,585.00	\$0.00	\$87,585.00

Total 8920	\$87,585.00	\$0.00	\$87,585.00
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05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, (50% Federal Funds, 50% General Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$175,170.00	\$0.00	\$175,170.00
		Subtotal	\$262,755.00	\$0.00	\$262,755.00

Total 2164	\$262,755.00	\$0.00	\$262,755.00
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05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

**ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICES GRANTS'
(100% Federal Funds - SIIP Admin)**

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$4,002.00	\$4,002.00
		Subtotal	\$0.00	\$4,002.00	\$4,002.00

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$2,909.00	\$2,909.00
		Subtotal	\$0.00	\$2,909.00	\$2,909.00

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$8,006.00	\$8,006.00
		Subtotal	\$0.00	\$8,006.00	\$8,006.00

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$9,828.00	\$9,828.00
		Subtotal	\$0.00	\$9,828.00	\$9,828.00

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$2,545.00	\$2,545.00
		Subtotal	\$0.00	\$2,545.00	\$2,545.00

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$3,998.00	\$3,998.00
		Subtotal	\$0.00	\$3,998.00	\$3,998.00

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$3,998.00	\$3,998.00
		Subtotal	\$0.00	\$3,998.00	\$3,998.00

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$1,088.00	\$1,088.00
		Subtotal	\$0.00	\$1,088.00	\$1,088.00

Total 8925			\$0.00	\$36,374.00	\$36,374.00
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Summary by Vendor by Year (OPTIONAL SERVICES SEPARATE)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$327,615.82	\$5,322.00	\$332,937.82
	2022	\$327,615.82	\$0.00	\$327,615.82
	Subtotal	\$655,231.64	\$5,322.00	\$660,553.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$220,377.72	\$3,869.00	\$224,246.72
	2022	\$220,377.72	\$0.00	\$220,377.72
	Subtotal	\$440,755.44	\$3,869.00	\$444,624.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$543,933.08	\$10,646.00	\$554,579.08
	2022	\$543,933.08	\$0.00	\$543,933.08
	Subtotal	\$1,087,866.16	\$10,646.00	\$1,098,512.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$410,812.62	\$13,068.00	\$423,880.62
	2022	\$410,812.62	\$0.00	\$410,812.62
	Subtotal	\$821,625.24	\$13,068.00	\$834,693.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$322,872.79	\$3,385.00	\$326,257.79
	2022	\$322,872.79	\$0.00	\$322,872.79
	Subtotal	\$645,745.58	\$3,385.00	\$649,130.58

Lakes Region Partnership for Public Health (Vendor # 165635)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$439,824.97	\$5,318.00	\$445,142.97
	2022	\$439,824.97	\$0.00	\$439,824.97
	Subtotal	\$879,649.94	\$5,318.00	\$884,967.94

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$567,983.21	\$5,318.00	\$573,301.21
	2022	\$567,983.21	\$0.00	\$567,983.21
	Subtotal	\$1,135,966.42	\$5,318.00	\$1,141,284.42

Tri County Community Action Program, Inc. (Vendor # 177195)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$188,186.80	\$1,448.00	\$189,634.80
	2022	\$188,186.80	\$0.00	\$188,186.80
	Subtotal	\$376,373.60	\$1,448.00	\$377,821.60

Monadnock Collaborative (Vendor # 159303) OTHER SERVICES

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$25,000.00	\$0.00	\$25,000.00
	2022	\$25,000.00	\$0.00	\$25,000.00
	Subtotal	\$50,000.00	\$0.00	\$50,000.00

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278) OTHER SERVICES

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$175,170.00	\$0.00	\$175,170.00
	2022	\$175,170.00	\$0.00	\$175,170.00
	Subtotal	\$350,340.00	\$0.00	\$350,340.00

Grand Total SFY21	2021	\$3,221,777.01	\$48,374.00	\$3,270,151.01
Grand Total SFY22	2022	\$3,221,777.01	\$0.00	\$3,221,777.01
Total Contract		\$6,443,554.02	\$48,374.00	\$6,491,928.02

ACCOUNTING UNIT SUMMARY

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVS.
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$2,452,788.01	\$12,000.00	\$2,464,788.01
545-500387	I & R Contracts	2021	\$150,819.00	\$0.00	\$150,819.00
570-500928	Family Caregiver	2021	\$418,000.00	\$0.00	\$418,000.00
102-500734	Contracts for Program Services	2022	\$2,452,788.01	\$0.00	\$2,452,788.01
545-500387	I & R Contracts	2022	\$150,819.00	\$0.00	\$150,819.00
570-500928	Family Caregiver	2022	\$418,000.00	\$0.00	\$418,000.00
		Subtotal	\$6,043,214.02	\$12,000.00	\$6,055,214.02

05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT- (100% Federal Funds - SHIP Trainer - 3 Sources)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$25,000.00	\$0.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$25,000.00	\$0.00	\$25,000.00
		Subtotal	\$50,000.00	\$0.00	\$50,000.00

05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON (50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$87,585.00	\$0.00	\$87,585.00

05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, (50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$175,170.00	\$0.00	\$175,170.00
		Subtotal	\$262,755.00	\$0.00	\$262,755.00

05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICES GRANTS (100% Federal Funds - SHIP Admin)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$36,374.00	\$36,374.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$36,374.00	\$36,374.00

Grand Total SFY21	2021	\$3,221,777.01	\$48,374.00	\$3,270,151.01
Grand Total SFY22	2022	\$3,221,777.01	\$0.00	\$3,221,777.01
Total Contract		\$6,443,554.02	\$48,374.00	\$6,491,928.02



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
ServiceLink Aging and Disability Resource Center Services Contract**

This 1st Amendment to the ServiceLink Aging and Disability Resource Center Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap and Merrimack Counties, Inc (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 2 Industrial Park Drive, Concord, NH 03302-1016.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 20, 2020, (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37, General Provisions, Block 1.3. Contractor Name, to read:
Community Action Program Belknap and Merrimack Counties, Inc.
2. Form P-37, General Provisions, Block 1.4 Contractor Address, to read:
2 Industrial Park Drive
Concord, NH 03301
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$660,553.64.
4. Modify Exhibit C-1 Budget by replacing in its entirety with Exhibit C-1 Amendment #1 Budget, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be retroactively effective to July 1, 2020, subject to the Governor's approval issued under Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24.

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

State of New Hampshire
Department of Health and Human Services

1/19/2021
Date

DocuSigned by:
Deborah D. Scheetz
Name: Deborah D. Scheetz
Title: Director Division of Long Term Supports and Services

1/7/2021
Date

Community Action Program
Belknap-Merrimack Counties, Inc.

DocuSigned by:
Jeane Agri
Name: Jeane Agri
Title: Executive Director



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

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

OFFICE OF THE ATTORNEY GENERAL

1/31/2021

Date

DocuSigned by:

Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment received Governor approval issued under Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24.

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit C-1 Amendment #1
Budget

New Hampshire Department of Health and Human Services

Contractor Name: Community Action Program Belknap-Merrimack Counties, Inc.

Budget Request for: Service/Unit Aging and Disability Resource Center Services

Budget Period: 7/1/20 - 6/30/21

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	\$ 193,251.00	\$ 11,350.00	\$ 204,601.00	\$ -	\$ -	\$ -	\$ 193,251.00	\$ 11,350.00	\$ 204,601.00
2. Employee Benefits	\$ 62,841.00	\$ 2,540.00	\$ 65,381.00	\$ -	\$ -	\$ -	\$ 62,841.00	\$ 2,540.00	\$ 65,381.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ 375.00	\$ 375.00	\$ -	\$ -	\$ -	\$ -	\$ 375.00	\$ 375.00
Purchase/Depreciation	\$ 1,320.00	\$ -	\$ 1,320.00	\$ -	\$ -	\$ -	\$ 1,320.00	\$ -	\$ 1,320.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ 4,002.00	\$ -	\$ 4,002.00	\$ -	\$ -	\$ -	\$ 4,002.00	\$ -	\$ 4,002.00
Office	\$ 2,775.00	\$ 400.00	\$ 3,175.00	\$ -	\$ -	\$ -	\$ 2,775.00	\$ 400.00	\$ 3,175.00
6. Travel	\$ 5,174.00	\$ -	\$ 5,174.00	\$ -	\$ -	\$ -	\$ 5,174.00	\$ -	\$ 5,174.00
7. Occupancy	\$ 30,000.00	\$ 60.00	\$ 30,060.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 60.00	\$ 30,060.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,150.00	\$ -	\$ 3,150.00	\$ -	\$ -	\$ -	\$ 3,150.00	\$ -	\$ 3,150.00
Postage	\$ 2,400.00	\$ 350.00	\$ 2,750.00	\$ -	\$ -	\$ -	\$ 2,400.00	\$ 350.00	\$ 2,750.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 2,000.00	\$ 825.00	\$ 2,825.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 825.00	\$ 2,825.00
Insurance	\$ -	\$ 375.00	\$ 375.00	\$ -	\$ -	\$ -	\$ -	\$ 375.00	\$ 375.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific detail mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ 2,500.00	\$ 2,649.82	\$ 5,149.82	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 2,649.82	\$ 5,149.82
Volunteer	\$ 1,800.00	\$ -	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00	\$ -	\$ 1,800.00
TOTAL	\$ 314,313.00	\$ 18,724.82	\$ 332,937.82	\$ -	\$ -	\$ -	\$ 314,313.00	\$ 18,724.82	\$ 332,937.82

Indirect As A Percent of Direct

6.8%

18
MAC

Lori A. Shibillette
Commissioner

Deborah D. Scheetz
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-1964
www.dhhs.nh.gov

April 30, 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 Long Term Supports and Services, to award contracts with the vendors listed below in an amount not to exceed \$6,443,554.02 to provide Aging and Disability Resource Center ServiceLink services in ten (10) geographic areas of the state to improve access to information on the full range of long-term services and supports, with the option to renew for up to two (2) additional years, effective July 1, 2020 or upon Governor and Council approval, whichever is later, through June 30, 2022. 56.67% Federal funds, 43.33% General funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners.	177278	Rockingham and Strafford County	\$1,878,961.60
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Merrimack County	\$655,231.64
Easter Seals New Hampshire, Inc.	177204	Hillsborough County excluding Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$821,625.24
Grafton County Senior Citizens Council, Inc.	177675	Grafton County	\$645,745.58
Partnership for Public Health	185635	Belknap and Carroll County	\$879,649.94

Monadnock Collaborative	159303	Cheshire County, Sullivan County, and Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$1,185,966.42
Tri-County Community Action Program	177195	Coos County	\$376,373.60
		Total:	\$6,443,554.02

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

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide ServiceLink Aging and Disability Resource Center services, State Health Insurance Assistance Program Trainer services, and Medicaid Eligibility Coordinator services statewide.

The Bureau of Elderly and Adult Services (BEAS) provides a variety of social and long-term supports to adults age 60 and older and to adults between the ages of 18 and 60 who have a chronic illness or disability. Social and long-term services and supports can be accessed through the ServiceLink Resource Center and New Hampshire Department of Health and Human Services (DHHS) District Offices. Services and supports are intended to assist people to live as independently as possible in safety and with dignity.

ServiceLink Resource Centers are a statewide network of community-based resources for older individuals and adults living with disabilities and their families. The ServiceLink Resource Centers are available to anyone who needs assistance, guidance, help finding services, or support to live independently. ServiceLink partners will promote the independence and well-being of the people they serve at locally based offices and many satellites throughout New Hampshire from July 1, 2020 to June 30, 2022.

The vendors will provide access to long-term services and supports, which are home and community-based services provided to individuals to support their level of independence in the home and community. Such services include outreach and education services, information and referrals, transition support services, specialized care transition counseling, long term supports and services, family caregiver support services and State Health Insurance Program Assistance.

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

- Follow-up to 100% of individuals who meet the standard for required follow-up.
- Provide screening to 100% of individuals under the No Wrong Door process.

- Provide Family Caregiver Support respite services to 100% of individuals who are eligible.
- Ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
- Ensure staff scores a minimum of 80% on Person Centered Counseling Training.
- Ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: "Have you or a family member serviced in the military?"

The Department selected the contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 2/26/2020 through 4/8/2020. The Department received 15 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revision to Standard Contract Provisions of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

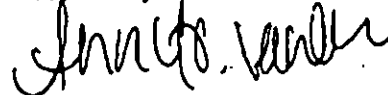
Should the Governor and Council not authorize this request the Department may not be able to comply with RSA 151-E:5, which mandates the establishment of a system of community based information and referral services for elderly and chronically ill adults. In addition, there may be an increase in hospital and nursing home admissions as individuals may not have access to information on community based options and ways to access these options. Lack of access to community-based options for the most vulnerable populations may cause an increase in Medicaid expenditures.

Area served: Statewide

Source of Funds: 56.67% Federal Funds CFDA #93.667 FAIN2001NHSOSR, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.052 FAIN2001NHOAFC-02, CFDA# 93.77 MEDICAID, CFDA #93.324 FAIN90SA0003-02-03, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.071 FAIN2001NHMISH-00, CFDA #93.791, FAIN 1LICMS300148-01-10, and 43.33% General Funds.

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

Respectfully submitted,



Ann H. Landry
Associate Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
SFY21-22

02-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS.
IIHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$257,930.64	\$257,930.64
545-500387	I & R Contracts	2021	\$0.00	\$15,685.18	\$15,685.18
570-500928	Family Caregiver	2021	\$0.00	\$54,000.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$257,930.64	\$257,930.64
545-500387	I & R Contracts	2022	\$0.00	\$15,685.18	\$15,685.18
570-500928	Family Caregiver	2022	\$0.00	\$54,000.00	\$54,000.00
	Subtotal		\$0.00	\$655,231.64	\$655,231.64

STRAFFORD- Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$182,367.93	\$182,367.93
545-500387	I & R Contracts	2021	\$0.00	\$11,009.79	\$11,009.79
570-500928	Family Caregiver	2021	\$0.00	\$27,000.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$182,367.93	\$182,367.93
545-500387	I & R Contracts	2022	\$0.00	\$11,009.79	\$11,009.79
570-500928	Family Caregiver	2022	\$0.00	\$27,000.00	\$27,000.00
	Subtotal		\$0.00	\$440,755.44	\$440,755.44

ROCKINGHAM- Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$450,539.75	\$450,539.75
545-500387	I & R Contracts	2021	\$0.00	\$26,393.33	\$26,393.33
570-500928	Family Caregiver	2021	\$0.00	\$67,000.00	\$67,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$450,539.75	\$450,539.75
545-500387	I & R Contracts	2022	\$0.00	\$26,393.33	\$26,393.33
570-500928	Family Caregiver	2022	\$0.00	\$67,000.00	\$67,000.00
	Subtotal		\$0.00	\$1,087,866.17	\$1,087,866.17

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$340,599.58	\$340,599.58
545-500387	I & R Contracts	2021	\$0.00	\$16,213.04	\$16,213.04
570-500928	Family Caregiver	2021	\$0.00	\$54,000.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$340,599.58	\$340,599.58
545-500387	I & R Contracts	2022	\$0.00	\$16,213.04	\$16,213.04
570-500928	Family Caregiver	2022	\$0.00	\$54,000.00	\$54,000.00
	Subtotal		\$0.00	\$821,625.24	\$821,625.24

Crawford County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$264,726.97	\$264,726.97
545-500387	I & R Contracts	2021	\$0.00	\$17,645.82	\$17,645.82
570-500928	Family Caregiver	2021	\$0.00	\$40,500.00	\$40,500.00
102-500734	Contracts for Program Services	2022	\$0.00	\$264,726.97	\$264,726.97
545-500387	I & R Contracts	2022	\$0.00	\$17,645.82	\$17,645.82
570-500928	Family Caregiver	2022	\$0.00	\$40,500.00	\$40,500.00
	Subtotal		\$0.00	\$645,745.58	\$645,745.58

Lakes Region Partnership for Public Health (Vendor # 165633)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$337,107.04	\$337,107.04
545-500387	I & R Contracts	2021	\$0.00	\$21,717.93	\$21,717.93
570-500928	Family Caregiver	2021	\$0.00	\$81,000.00	\$81,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$337,107.04	\$337,107.04
545-500387	I & R Contracts	2022	\$0.00	\$21,717.93	\$21,717.93
570-500928	Family Caregiver	2022	\$0.00	\$81,000.00	\$81,000.00
	Subtotal		\$0.00	\$879,649.94	\$879,649.94

Alanadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$468,735.81	\$468,735.81
545-500387	I & R Contracts	2021	\$0.00	\$31,747.40	\$31,747.40
570-500928	Family Caregiver	2021	\$0.00	\$67,500.00	\$67,500.00
102-500734	Contracts for Program Services	2022	\$0.00	\$468,735.81	\$468,735.81
545-500387	I & R Contracts	2022	\$0.00	\$31,747.40	\$31,747.40
570-500928	Family Caregiver	2022	\$0.00	\$67,500.00	\$67,500.00
	Subtotal		\$0.00	\$1,135,966.42	\$1,135,966.42

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$150,780.29	\$150,780.29
545-500387	I & R Contracts	2021	\$0.00	\$10,406.51	\$10,406.51
570-500928	Family Caregiver	2021	\$0.00	\$27,000.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$150,780.29	\$150,780.29
545-500387	I & R Contracts	2022	\$0.00	\$10,406.51	\$10,406.51
570-500928	Family Caregiver	2022	\$0.00	\$27,000.00	\$27,000.00
	Subtotal		\$0.00	\$376,373.60	\$376,373.60

Total 9565	\$0.00	\$6,043,314.03	\$6,043,314.03
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05-95-48-181010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS. (HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT.

(100% Federal Funds - SIIIIP Trainer... Sources)

Alanadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$25,000.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$0.00	\$25,000.00	\$25,000.00
	Subtotal		\$0.00	\$50,000.00	\$50,000.00

Total 3317	\$0.00	\$50,000.00	\$50,000.00
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05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON
 (100% Federal Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$87,585.00	\$87,585.00

Total 8920	\$0.00	\$87,585.00	\$87,585.00
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05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES.
 (50% Federal Funds, 50% General Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$175,170.00	\$175,170.00
		Subtotal	\$0.00	\$262,755.00	\$262,755.00

Total 2164	\$0.00	\$262,755.00	\$262,755.00
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Summary by Vendor by Year (OPTIONAL SERVICES SEPARATE)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$327,615.82	\$327,615.82
	2022	\$0.00	\$327,615.82	\$327,615.82
	Subtotal	\$0.00	\$655,231.64	\$655,231.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$320,377.72	\$320,377.72
	2022	\$0.00	\$320,377.72	\$320,377.72
	Subtotal	\$0.00	\$640,755.44	\$640,755.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$543,933.08	\$543,933.08
	2022	\$0.00	\$543,933.08	\$543,933.08
	Subtotal	\$0.00	\$1,087,866.16	\$1,087,866.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$410,812.62	\$410,812.62
	2022	\$0.00	\$410,812.62	\$410,812.62
	Subtotal	\$0.00	\$821,625.24	\$821,625.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$322,872.79	\$322,872.79
	2022	\$0.00	\$322,872.79	\$322,872.79
	Subtotal	\$0.00	\$645,745.58	\$645,745.58

Lakes Region Partnership for Public Health (Vendor # 165635)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$439,824.97	\$439,824.97
	2022	\$0.00	\$439,824.97	\$439,824.97
	Subtotal	\$0.00	\$879,649.94	\$879,649.94

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$567,983.21	\$567,983.21
	2022	\$0.00	\$567,983.21	\$567,983.21
	Subtotal	\$0.00	\$1,135,966.42	\$1,135,966.42

Tri-County Community Action Program, Inc. (Vendor # 177195)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$188,186.80	\$188,186.80
	2022	\$0.00	\$188,186.80	\$188,186.80
	Subtotal	\$0.00	\$376,373.60	\$376,373.60

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$25,000.00	\$25,000.00
	2022	\$0.00	\$25,000.00	\$25,000.00
	Subtotal	\$0.00	\$50,000.00	\$50,000.00

Behavioral Health & Development Services of Strafford County, Inc. (Vendor # 177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$175,170.00	\$175,170.00
	2022	\$0.00	\$175,170.00	\$175,170.00
	Subtotal	\$0.00	\$350,340.00	\$350,340.00

Grand Total SFY21	2021	\$0.00	\$3,221,777.01	\$3,221,777.01
Grand Total SFY22	2022	\$0.00	\$3,221,777.01	\$3,221,777.01
Total Contract		\$0.00	\$6,443,554.02	\$6,443,554.02

ACCOUNTING UNIT SUMMARY

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS.
 IHHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$2,452,788.01	\$2,452,788.01
545-500387	I & R Contracts	2021	\$0.00	\$150,819.00	\$150,819.00
570-500928	Family Caregiver	2021	\$0.00	\$418,000.00	\$418,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$2,452,788.01	\$2,452,788.01
545-500387	I & R Contracts	2022	\$0.00	\$150,819.00	\$150,819.00
570-500928	Family Caregiver	2022	\$0.00	\$418,000.00	\$418,000.00
	Subtotal		\$0.00	\$6,043,214.02	\$6,043,214.02

05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT
 (100% Federal Funds - SHIP Trainer - 3 Sources)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$25,000.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$0.00	\$25,000.00	\$25,000.00
	Subtotal		\$0.00	\$50,000.00	\$50,000.00

05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON
 (50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
	Subtotal		\$0.00	\$87,585.00	\$87,585.00

05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES
 (50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$175,170.00	\$175,170.00
	Subtotal		\$0.00	\$175,170.00	\$175,170.00

Grand Total SFY21	2021	\$0.00	\$3,221,777.01	\$3,221,777.01
Grand Total SFY22	2022	\$0.00	\$3,221,777.01	\$3,221,777.01
Total Contract		\$0.00	\$6,443,554.02	\$6,443,554.02



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

ServiceLink Aging and Disability
 Resource Center Services

RFA-2021-DLTSS-08-SERVI

RFA Name

RFA Number

Reviewer Names

Bidder Name
1. Behavioral Health and Developmental Services, Inc. - Rockingham
2. Behavioral Health and Developmental Services, Inc. - Strafford
3. Behavioral Health and Developmental Services, Inc. - Eligibility Coordinator
4. Community Action Program Belknap-Merrimack, Inc. - Merrimack
5. Easter Seals New Hampshire - Hillsborough
6. Grafton County Senior Citizens Council, Inc. - Grafton
7. Monadnock Collaborative - Grafton
8. Monadnock Collaborative - Hillsborough
9. Monadnock Collaborative - Monadnock
10. Monadnock Collaborative - Sullivan
11. Monadnock Collaborative - Trainer
12. Partnership for Public Health - Belknap
13. Partnership for Public Health - Carroll
14. Partnership for Public Health - Coos
15. Tri-County Community Action Program, Inc. - Coos

Pass/Fail	Maximum Points	Actual Points
	105	99
	105	104
	45	45
	105	96
	105	104
	105	99
	105	81
	105	81
	105	98
	105	98
	45	39
	105	99
	105	100
	105	92
	105	100

1. Thom O'Connor
2. Abigail Conger
3. Jean Crouch
4. Shawn Martin
5. Kerrileigh Schroeder

Subject: ServiceLink Aging and Disability Resource Center Services RFA-2021-DLTSS-08-SERVI-02


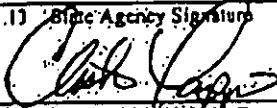
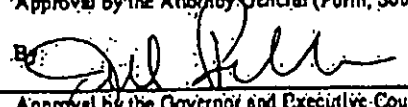
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Action Program Belknap-Merrimack Counties, Inc.		1.4 Contractor Address P.O Box 1016 Concord, NH 03302-1016	
1.5 Contractor Phone Number (603) 225-3295	1.6 Account Number See Attachment	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$655,231.64
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 4/27/2020		1.12 Name and Title of Contractor Signatory Michael Tabory, Deputy Director	
1.13 State Agency Signature  Date: 5.1.2020		1.14 Name and Title of State Agency Signatory Christie Tapan, Associate Contracting Officer	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/5/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 4/27/20

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, 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, 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.



New Hampshire Department of Health and Human Services

RFA-2021-DLTSS-08-SERVI-02

Attachment to Form P-37 Block 1.6 Account Number

1.6 Account Number

05-95-48-481010-95650000-102-500734

05-95-48-481010-95650000-545-500387

05-95-48-481010-95650000-570-500928



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1: Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor & Executive Council approval or July 1, 2020, whichever is later ("Effective Date").
- 1.2. 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 years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. 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.

Handwritten initials "W" and "D" in a circle, with the date "4/27/20" written below.



EXHIBIT B

1. Provisions Applicable to All Services

- 1.1. 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 meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in Merrimack County.
- 1.5. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.5.1. Serve as a highly visible and trusted place for people of all ages to turn to for objective and unbiased information on the full range of long term care supports and services.
 - 1.5.2. Promote awareness of the various options available to people in their community.
 - 1.5.3. Link individuals with needed services
 - 1.5.4. Provide person-centered one-on-one assistance and decision support to individuals.
 - 1.5.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
 - 1.5.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.
 - 1.5.7. Serve all adults regardless of physical, intellectual or development disability or mental illness.
 - 1.5.8. Provide information regarding community-based long-term supports and services.
 - 1.5.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.



4/27/22



EXHIBIT B

- 1.6. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:
 - 1.6.1. Meet the needs of individuals.
 - 1.6.2. Are sustained throughout the geographic area.
 - 1.6.3. Produce measurable results.

2. Scope of Work

2.1. Service Link Administrative Requirements

2.1.1. General Requirements

2.1.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:

- 2.1.1.1.1. Operate as an independent program.
- 2.1.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
- 2.1.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.
- 2.1.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.

2.1.1.2. The Contractor shall occupy an independent office space that, at a minimum:

- 2.1.1.2.1. Is an easily accessible area and location.
- 2.1.1.2.2. Meets all applicable state and local building rules and ordinances.
- 2.1.1.2.3. Has sufficient space that includes, but is not limited to:
- 2.1.1.2.4. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.
- 2.1.1.2.5. A confidential meeting room to accommodate a minimum of three (3) individuals.
- 2.1.1.2.6. Has barrier-free/handicap access.
- 2.1.1.2.7. Appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:
 - 2.1.1.2.7.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.
 - 2.1.1.2.7.2. The New Hampshire Department of Military Affairs and Veterans Services



EXHIBIT B

- 2.1.1.2.8. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.1.4.2.1. Scheduling meetings.
 - 2.1.1.4.2.2. Inviting participants.
 - 2.1.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.1.4.2.5. Recording minutes from each meeting.
 - 2.1.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) days after each meeting.
 - 2.1.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, including but not limited to:
 - 2.1.1.4.3.1. State or regional hospital.
 - 2.1.1.4.3.2. Senior centers.
 - 2.1.1.4.3.3. Physician practices.
 - 2.1.1.4.3.4. Home health agencies.
 - 2.1.1.4.3.5. Community mental health centers.



EXHIBIT B

- 2.1.1.4.3.6. Municipal health and welfare providers.
- 2.1.1.4.3.7. Brain Injury Associations.
- 2.1.1.4.3.8. Centers for Independent Living.
- 2.1.1.4.3.9. Department of Military Affairs and Veteran Services.
- 2.1.1.4.3.10. Adult Protective Services.
- 2.1.1.4.3.11. Information and referral/2-1-1 programs.
- 2.1.1.4.3.12. Regional Public Health Networks.
- 2.1.1.4.3.13. Other community-based organizations.
- 2.1.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
- 2.1.1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.1.1.6. The Contractor shall maintain a waitlist of individuals who have been determined as eligible for Medicaid/Medicare supports and services, and/or other publically funded supports and services due to unavailability of funding or resources. The Contractor shall:
 - 2.1.1.6.1. Document information in the Refer 7 system for each individual waiting for services, in accordance with Department policies and procedures.
 - 2.1.1.6.2. Monitor the wait time for individuals to receive services, from the date of initial contact with ServiceLink to the date individuals receive services for which they are eligible.
 - 2.1.1.6.3. Provide quarterly reports to the Department that include, but are not limited to:
 - 2.1.1.6.3.1. The wait time for each individual by the type of service.
 - 2.1.1.6.3.2. Reason for wait time.
- 2.1.1.7. The Contractor shall conduct consumer satisfaction surveys on a quarterly basis to measure consumer satisfaction with delivered services. The Contract shall:
 - 2.1.1.7.1. Utilize the Department's approved survey tool.
 - 2.1.1.7.2. Distribute the survey to consumers as directed by the Department.
 - 2.1.1.7.3. Collect completed surveys.
 - 2.1.1.7.4. Enter each completed survey into an online database as directed by the Department.



EXHIBIT B

2.1.2. Outreach and Education Services

2.1.2.2. The Contractor shall deliver outreach and education services to promote ServiceLink services.

2.1.2.3. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.

2.1.2.4. The Contractor shall submit an outreach and marketing plan to the Department for review and approval within sixty (60) days of the contract effective date which shall include, but is not limited to:

2.1.2.4.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.

2.1.2.4.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.

2.1.2.4.3. Strategies to assess the effectiveness of outreach and marketing activities.

2.1.2.4.4. Feedback loops to monitor and modify outreach and marketing activities as needed.

2.2. Consumer Information, Referral and Counseling Services

2.2.1. Information and Referral/Assistance Plan (I&R/A)

2.2.1.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:

2.2.1.1.1. A description of all systematic processes to ensure consistent delivery of services.

2.2.1.1.2. All services and resources available to the population of the geographic region.

2.2.1.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.

2.2.1.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer 7.5 Manual, and as amended.

2.2.1.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).



EXHIBIT B

- 2.2.1.5. The Contractor shall utilize the Refer 7 database to provide the most current information available to clients.
- 2.2.1.6. The Contractor shall provide Refer 7 Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer 7.5 Manual, and as amended.
- 2.2.1.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
- 2.2.1.8. The Contractor shall ensure staff:
 - 2.2.1.8.1. Attend outreach and education trainings, as directed by the Department.
- 2.2.1.9. Are trained in safeguarding the confidentiality of all clients as required by state and federal laws.
- 2.2.2. Transition Support Services
 - 2.2.2.1. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings.
 - 2.2.2.2. The Contractor shall assist individuals with the transition from acute care settings into their homes/communities.
 - 2.2.2.3. The Contractor shall assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
 - 2.2.2.4. The Contractor shall assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
 - 2.2.2.5. The Contractor shall assist individuals with accessing LTSS in order to transition back to the community.
 - 2.2.2.6. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
 - 2.2.2.7. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.
- 2.2.3. Specialized Care Transition Counseling
 - 2.2.3.1. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:
 - 2.2.3.1.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.



EXHIBIT B

- 2.2.3.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contract shall:
 - 2.2.3.2.1. Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems.
 - 2.2.3.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
 - 2.2.3.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, and coordination.
 - 2.2.3.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
 - 2.2.3.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
- 2.2.3.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services.
- 2.2.3.4. Engaging individuals while in an acute care setting to assist in transitioning to home and community-based settings, which includes, but is not limited to:
 - 2.2.3.4.1. Facilitating the coordination of services and supports needed for transition,
 - 2.2.3.4.2. Providing individuals with a safe and secure setting.
 - 2.2.3.4.3. Assisting in the prevention of hospital readmission.
- 2.2.3.5. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include but are not limited to:
 - 2.2.3.5.1. Hospital discharge planning meetings.
 - 2.2.3.5.2. Meetings with individuals and family members according to their preferences and goals for transition.
 - 2.2.3.5.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.2.3.5.4. Documenting contacts on behalf of transitioning individuals in the Refer 7 database.
 - 2.2.3.5.5. Developing transition plans for clients and assist individuals with finding and accessing home and



EXHIBIT B

community-based services according to the transition plan.

2.3. Consumer Program Eligibility and Enrollment

2.3.1. Long-Term Supports and Services (LTSS) Eligibility Determination Services

2.3.1.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.

2.3.1.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:

2.3.1.2.1. Assisting individuals with determining appropriate payment and delivery of services.

2.3.1.2.2. Providing individuals with financial assessment, as applicable.

2.3.1.2.3. Assisting clients with accessing community-based LTSS programs.

2.3.1.2.4. Developing processes for accessing public LTSS programs.

2.3.1.2.5. Ensuring eligibility documents are completed and submitted to the Department.

2.3.1.2.6. Collaborating with the Department to assess and determine client eligibility.

2.3.1.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.

2.3.1.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.

2.3.1.2.9. Providing additional Person-Centered Options and Counseling to individuals determined ineligible for LTSS, as appropriate.

2.3.1.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.

2.3.1.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.

2.3.1.3. The Contractor shall collaborate with state and community programs that serve Medicare beneficiaries in rural areas to determine program eligibility for individuals seeking services, facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education about Medicare via referrals to ServiceLink. State and community programs may include, but are not limited to:



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- 2.3.1.3.1. NH Family Caregiver Program
- 2.3.1.3.2. State Nutrition Consultant for New Hampshire Meals on Wheels and Congregate Meals.
- 2.3.1.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence in areas that include, but are not limited to:
 - 2.3.1.4.1. Faith Based Communities and/or Parish Nurses.
 - 2.3.1.4.2. Social Security Administration.
 - 2.3.1.4.3. Low income housing sites.
 - 2.3.1.4.4. Senior Centers.
- 2.4. Specialty Program Services
 - 2.4.1. Family Caregiver Support Program Services
 - 2.4.1.1. The Contractor shall provide staffing according to Section 4, Staffing, Subsection 4.4, Paragraph 4.4.7 to conduct client assessments and ongoing home visits.
 - 2.4.1.2. The Contractor shall ensure staff maintain knowledge of current community resources.
 - 2.4.1.3. The Contractor shall ensure:
 - 2.4.1.3.1. A minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC); or
 - 2.4.1.3.2. A minimum of two (2) individuals in the geographic area are trained in the PTC curriculum.
 - 2.4.1.4. The Contractor shall:
 - 2.4.1.4.1. Facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
 - 2.4.1.4.2. Facilitate caregiver support groups, as needed.
 - 2.4.1.4.3. Collaborate with other caregiver support service agencies within the geographic area.
 - 2.4.1.4.4. Ensure staff attend the Department's Family Caregiver Support Program meetings.
 - 2.4.1.4.5. Conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population.
 - 2.4.1.4.6. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.



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- 2.4.1.4.7. Participate in an annual program review as determined by the Department.
- 2.4.1.5. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.4.1.6. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.4.1.7. The Contractor shall train staff on all Family Caregiver Support Program services, policies and procedures.
- 2.4.1.8. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.4.1.9. The Contractor shall provide copies of approved service plans and budgets to the department's Financial Management selected Contractor.
- 2.4.1.10. The Contractor shall comply with the Department policies and procedures relative to fiscal management for bill paying and employer of record services.
- 2.4.2. State Health Insurance Program (SHIP) Assistance
 - 2.4.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
 - 2.4.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through the State Health Insurance Assistance Program (SHIP).
 - 2.4.2.3. The Contractor shall provide staffing in accordance with Section 4, Staffing, Subsection 4.4, Paragraph 4.4.5.
 - 2.4.2.4. The Contractor shall provide personalized counseling services.
 - 2.4.2.5. The Contractor shall provide targeted community outreach in order to:
 - 2.4.2.5.1. Increase consumer understanding of Medicare program benefits.
 - 2.4.2.5.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
 - 2.4.2.6. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
 - 2.4.2.6.1. Assisting individuals with enrolling in appropriate benefit plans.
 - 2.4.2.6.2. Providing continued enrollment assistance in Medicare prescription drug coverage.



EXHIBIT B

- 2.4.2.7. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.
- 2.4.2.8. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently; SHIP Training and Reporting System (STARS).
- 2.4.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services
 - 2.4.3.1. The Contractor shall educate the public on topics that include but are not limited to:
 - 2.4.3.1.1. Part D prescription drugs in rural areas.
 - 2.4.3.1.2. Medicare preventative services.
 - 2.4.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.
 - 2.4.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses by:
 - 2.4.3.2.1. Distributing promotional materials developed by CMS, ACL and the Department.
 - 2.4.3.2.2. Distributing promotional materials developed by CMS, ACL and the Department in order to increase awareness of available Medicare preventive services, that include but are not limited to:
 - 2.4.3.2.3. Wellness prevention screenings.
 - 2.4.3.2.4. Flu Shots.
 - 2.4.3.2.5. Implementing a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month, which includes but is not limited to:
 - 2.4.3.2.6. Mailing introductory letters regarding the program to town offices, housing sites, home health agencies, Faith Based Communities and/or parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
 - 2.4.3.2.7. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic are served.

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EXHIBIT B

- 2.4.3.2.8. Drafting scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
- 2.4.3.2.9. Purchasing media in the local area.
- 2.4.3.3. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
- 2.4.4. Senior Medicare Patrol (SM) Services
 - 2.4.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
 - 2.4.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and education outreach planning.
 - 2.4.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
 - 2.4.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
 - 2.4.4.5. The Contractors shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
 - 2.4.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.
 - 2.4.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
 - 2.4.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.4.5. Veteran Directed Care (VD-Care) a/k/a Veterans Independence Program (VIP)
 - 2.4.5.1. The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VD-Care Program staffing requirements and procedures.
 - 2.4.5.2. The Contractor shall collaborate with and accepting referrals from:



EXHIBIT B

- 2.4.5.2.1. The White River Junction Veterans Affairs Medical Center.
- 2.4.5.2.2. The Manchester Veterans Affairs Medical Center.
- 2.4.5.3. The Contractor shall establish and maintain an advisory board that includes, but is not limited to, representatives from veterans groups, veterans and families in order to:
 - 2.4.5.3.1. Oversee the VD-Care program
 - 2.4.5.3.2. Receive feedback from stakeholders.
 - 2.4.5.3.3. Provide continuous improvement of the program.
- 2.4.5.4. The Contractor shall contact veterans referred to the VD-Care program by telephone, email, or other recognized means of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.
- 2.4.5.5. The Contractor shall assist veterans to determine the most appropriate services that will meet their needs.
- 2.4.5.6. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
- 2.4.5.7. The Contractor shall assist veterans in meeting LTSS needs, including but not limited to identifying a backup plan for support.
- 2.4.5.8. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
- 2.4.5.9. The Contractor shall monitor veteran budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.
- 2.4.5.10. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.
- 2.4.5.11. The Contractor shall maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.4.5.12. The Contractor shall comply with staff training requirements to provide the VD-Care and Financial Management Services, as applicable.
- 2.4.5.13. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:
 - 2.4.5.13.1. Monthly VD-Care calls.
 - 2.4.5.13.2. VD-Care sponsored trainings.
 - 2.4.5.13.3. VD-Care sponsored webinars.



EXHIBIT B

2.4.5.14. The Contractor shall participate in VAMC quarterly program meetings.

2.4.5.15. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.

3. Performance Measures and Reporting Requirements

3.1. ServiceLink Administrative Requirements & Consumer Information and Counseling Services

3.1.1. The Contractor shall provide monthly reports on 100% staff time track spent performing Medicaid allowable activities.

3.1.2. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.

3.1.3. The Contractor shall track client data on a quarterly basis, including, but not limited to:

3.1.3.1. Number of individuals served.

3.1.3.2. Types of information/referrals provided to individuals.

3.1.3.3. Total number of individuals pre-screened for financial eligibility for Medicaid funded LTC programs.

3.1.3.4. Total number of individuals who withdraw due to counseling on functional eligibility.

3.1.3.5. Follow-up services performed and frequency of services delivered.

3.1.3.6. Length of contact.

3.1.3.7. Number of individuals who answered "yes" or "no" to the following question: "Have you or a family member ever served in the military?"

3.1.4. The Contract shall enter 100% of surveys received into an online database, as directed by the Department, on a quarterly basis.

3.2. Consumer Eligibility & Enrollment Services

3.2.1. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:

3.2.1.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.

3.2.1.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.

3.2.1.3. Systems-level outcomes to include ServiceLink number of individuals served by core service, community partnerships; and staff knowledge, skills, and abilities.

3.2.1.3.1. The Contractor shall provide comprehensive quarterly reports to the Department within thirty (30) days of the close of the quarter.



EXHIBIT B

- 3.2.1.3.2. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services. The Contractor shall have the ability and capacity to generate standard reports, which include, but are not limited to, monthly reports on:
 - 3.2.1.4. Demographics of individuals in need of specialized services.
- 3.2.2. The Contractor shall meet at a minimum the following performance measures:
 - 3.2.2.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
 - 3.2.2.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
 - 3.2.2.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
 - 3.2.2.4. The Contractor shall ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
 - 3.2.2.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
 - 3.2.2.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: Have you or a family member ever served in the military?"
- 3.3. Specially Program Services
 - 3.3.1. The Contractor submit the NH Family Caregiver Title III-E Federal Report to the Department on an annual basis.
 - 3.3.2. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging.
 - 3.3.3. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department, which must include, but is not limited to:
 - 3.3.3.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum.
 - 3.3.3.2. Number of Powerful Tools for Caregivers training session coordinated and/or conducted annually.
 - 3.3.3.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers trainings.
 - 3.3.3.4. Number of other caregiver specific training sessions coordinated and/or conducted annually.



EXHIBIT B

- 3.3.3.5. Expenditures and expenses for coordinating and conducting other caregiver specific training sessions.
- 3.3.3.6. Number of caregivers and their families who received counseling.
- 3.3.3.7. Number of sessions per caregiver and their families.
- 3.3.3.8. Caregiver Support Group meetings Access Assistance (I&R) activities, which must include, but is not limited to:
 - 3.3.3.8.1. Number of caregivers assisted to obtain access to services and resources in the community.
 - 3.3.3.8.2. Number of sessions per caregiver.
 - 3.3.3.8.3. Number of caregivers referred to agencies.
 - 3.3.3.8.4. A customized report on expenditures and expenses for providing I & R services.
- 3.3.3.9. Community Information sessions and outreach activities to caregiver that provides the public with program information, which must include, but is not limited to:
 - 3.3.3.9.1. Number of activities, including, but not limited to:
 - 3.3.3.9.2. Publications.
 - 3.3.3.9.3. Presentations.
 - 3.3.3.9.4. Media coverage.
 - 3.3.3.9.5. Estimated number of caregivers reached through outreach activities.
 - 3.3.3.9.6. Number of agencies involved with outreach activities.
 - 3.3.3.9.7. Expenditures and expenses for outreach activities.
- 3.3.3.10. Average annual income of caregivers including, but not limited to, those who:
 - 3.3.3.10.1. Receive grants.
 - 3.3.3.10.2. Receive training.
 - 3.3.3.10.3. Receive I & R supports.
 - 3.3.3.10.4. Receive counseling.
 - 3.3.3.10.5. Participate in support groups.
- 3.3.3.11. Supplemental Services, which must include, but is not limited to:
 - 3.3.3.11.1. A narrative description of the service and;
 - 3.3.3.11.2. Total number provided for each service.
- 3.3.4. The Contract shall report on performance measure for SHIP in Section 2, Subsection 2.4, Paragraph 2.4.2., as outlined by the ACL, and as amended and indicated in the table below:



EXHIBIT B

Performance Measure	Reporting Method
3.3.4.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.4.2. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.	To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month. SHIP Group, Team and Medicare forms in STARS
3.3.4.3. Contacts with Medicare beneficiaries under 65 - Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7
3.3.4.4. Hard-to-Reach Contacts - Percentage of Low-income, rural, and non-native English contacts per total "hard-to-reach" Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7
3.3.4.5. Enrollment Contacts - Percentage of unduplicated enrollment contacts (i.e., contacts with one or more qualifying enrollment topics) discussed per total Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7

3.3.5. The Contractor shall report on information requested by the Department, which includes, but is not limited to:

3.3.5.1. Quarterly SHIP progress reports.

3.3.5.2. Monthly outreach reports.

3.3.6. The Contractor shall meet or exceed the performance measures and provide reports for services identified in Section 2, Subsection 2.4, Paragraph 2.4.3.2., Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services as indicated below:



EXHIBIT B

Performance Measure	Reporting Method
<p>3.3.6.1 Increase the number of individuals provided with education about: LIS, MSP, and Medicare prescription drug coverage in rural areas by five (5) percent of the total number enrolled in the programs in the previous twelve 12 months.</p>	<p>To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month. SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS</p>
<p>3.3.6.2 Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services.</p>	<p>Monthly Outreach Activities Report STARS reports to include Client Contacts, Outreach and other activity.</p>
<p>3.3.6.3 Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of one (1) time per month.</p>	<p>Monthly Outreach Activities Report to the Department and entries into STARS reports to the Department.</p>
<p>3.3.6.4 Demonstrate partnerships and evaluate effectiveness and lessons learned.</p>	<p>SHIP reports, partnership, and satellite office listings, as required by ACL for quarterly Progress Reports to the Department.</p>

4. Staffing

- 4.1. The Contractor shall ensure ServiceLink staff have appropriate credentials, as outlined in Subsection 4.4, below.
- 4.2. The Contractor shall ensure counseling staff have the requisite skills and certifications to perform Person-Centered Options Counseling consistent with the NWD System within one (1) year of hire.
- 4.3. The Contractor shall follow the National Association of Social Workers' Code of Ethics.
- 4.4. The Contractor shall provide staff as follows:
 - 4.4.1. Program Manager – One (1) FTE who meets the following certifications within one (1) year of hire:
 - 4.4.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.1.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.1.3. SHIP/SMP certification training and certification.
 - 4.4.1.4. SMP Foundations training and assessment.



EXHIBIT B

- 4.4.2. Information and Referral Staff who meet the following requirements within one (1) year of hire:
 - 4.4.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.2.2. Obtain training in Person-Centered Counseling.
 - 4.4.2.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.2.4. SMP Foundations training and assessment.
- 4.4.3. Person-Centered Options Counseling and Person-Centered Transition Support Staff who meet the following requirements within one (1) year of hire:
 - 4.4.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.3.2. Obtain training and Certification in Person-Centered Counseling.
 - 4.4.3.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.3.4. SMP Foundations training and assessment.
- 4.4.4. 4.4.4. Person-Centered Options Counseling Caregiver Staff who meet the following requirements within one (1) year of hire:
 - 4.4.4.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.4.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.4.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
 - 4.4.4.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor.
 - 4.4.4.5. SMP Foundations training and assessment.
- 4.4.5. State Health Insurance Assistance Program (SHIP) Staff who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;
 - 4.4.5.1. Within six (6) months of hire are certified in SHIP training and assessments; and
 - 4.4.5.2. Within six (6) months of hire are certified in SMP foundations training and assessment; and
 - 4.4.5.3. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
- 4.4.6. Senior Medicare Patrol (SMP) Staff who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;
 - 4.4.6.1. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.

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EXHIBIT B

- 4.4.6.2. Within six (6) months of hire are certified in SMP foundations training and assessment.
 - 4.4.7. The Contractor shall provide staffing for the NH Family Caregiver Program at no less than 1 full-time equivalent (FTE).
 - 4.4.8. The Contractors shall provide staffing for the SHIP, SMP, and MIPPA services at no less than 1 FTE.
 - 4.5. Criminal Background Check and BEAS State Registry Checks
 - 4.5.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
 - 4.5.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
 - 4.5.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
 - 4.5.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 4.5.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.
- 5. Additional Terms**
- 5.1. Credits and Copyright Ownership
 - 5.1.1. 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."
 - 5.1.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
 - 5.1.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.1.3.1. Brochures.



EXHIBIT B

- 5.1.3.2. - Resource directories.
- 5.1.3.3. Protocols or guidelines.
- 5.1.3.4. Posters.
- 5.1.3.5. Reports.

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

6. Records

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

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses; and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.1.3. 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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EXHIBIT B

7. Exhibits Incorporated

- 7.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 7.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 7.3. All Exhibits D through K are attached hereto and incorporated by reference herein.



4/27/20



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 55.97%, Federal Funds, by the
 - 1.1.1. United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667), FAIN: 2001NHSOSR; 50% Federal Funds, 50% General Funds.
 - 1.1.2. United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 2001NHOAFC-02; 75% Federal Funds, 25% General Funds.
 - 1.1.3. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID; 50% Federal Funds, 50% General Funds.
 - 1.1.4. United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03-01; 100% Federal Funds.
 - 1.1.5. United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-02-03; 100% Federal Funds.
 - 1.1.6. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00; 100% Federal Funds.
 - 1.2. 44.03% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient or Contractor, in accordance with 2 CFR 200.0. et seq.
 - 2.2. The Indirect Cost Rate of 6.1% 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 item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget

Community Action Program of
Belknap and Merrimack Counties, Inc.

Exhibit C

Contractor Initials

RFA-2021-DLTSS-08-SERVI-02

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Date

4/27/20



EXHIBIT C

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 dhhs.beasinvoices@dhhs.nh.gov, or invoices may be mailed to:


Financial Manager
Department of Health and Human Services
105 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.
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 18 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:

[Handwritten Signature]
Date *4/27/20*



EXHIBIT C

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


4/27/20

New Hampshire Department of Health and Human Services

Contractor Name: Community Action Program Belknap-Merrimack Counties, Inc.

Budget Request for: RFA-2021-01755-01-0-CPWA-02
 Services: Job Aging and Disability Resource Center Services

Budget Period: 7/1/21 - 6/30/22

New Item #	Total Program Cost			Companion Share / Match			Funded by DPH's counterpart share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	193,751.00	11,336.00	205,087.00				193,751.00	11,336.00	205,087.00
2. Employee Benefits	62,841.00	2,500.00	65,341.00				62,841.00	2,500.00	65,341.00
3. Contract costs									
4. Equipment									
5. Rental									
6. Travel and Transportation		375.00	375.00					375.00	375.00
7. Purchases/Supplies									
8. Supplies									
9. Materials									
10. Fuel									
11. Printing									
12. Mail									
13. Office	2,715.00	400.00	3,115.00				2,715.00	400.00	3,115.00
14. Travel	5,114.00		5,114.00				5,114.00		5,114.00
15. Computers	10,000.00	0.00	10,000.00				10,000.00	0.00	10,000.00
16. Diverse Expenses									
17. Telephone	2,112.00		2,112.00				2,112.00		2,112.00
18. Postage	2,420.00	150.00	2,570.00				2,420.00	150.00	2,570.00
19. Reproduction									
20. Honor and Legal	2,650.00	450.00	3,100.00				2,650.00	450.00	3,100.00
21. Insurance		375.00	375.00					375.00	375.00
22. Bond Expenses									
23. Software									
24. Miscellaneous materials/shops	1,220.00		1,220.00				1,220.00		1,220.00
25. Staff Education and Training	2,000.00		2,000.00				2,000.00		2,000.00
26. Miscellaneous Agreements									
27. Other (specify during award year)									
28. Printing	2,200.00	3,000.00	5,200.00				2,200.00	3,000.00	5,200.00
29. Volunteer	1,220.00		1,220.00				1,220.00		1,220.00
TOTAL	232,312.00	12,716.00	245,028.00				232,312.00	12,716.00	245,028.00

Indirect As A Percent of Direct

5.1%


Contractor Initial: 
 Date: 4/27/20

Exhibit C-3 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Community Action Program Bellows-Fallsport Center, Inc.

Budget Request for: RFA-2011-01733-03-SERP-01
 Senior/Dis Ability and Outreach Resource Center Services

Budget Period: 1/1/11 - 6/30/11

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS/DCAS contribution		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	103,751.00	11,258.00	200,001.00				103,751.00	11,258.00	790,001.00
2. Employee Benefits	42,841.25	2,548.25	45,389.50				42,841.25	2,548.25	61,361.00
3. Contractual									
4. Equipment									
5. Printing									
6. Program Cost (Maintenance)		375.00	375.00					375.00	375.00
7. Purchase of Supplies									
8.1 Supplies									
9. Entertainment									
10. Lodging									
11. Per Diem									
12. Medical									
13. Office	2,111.00	400.00	2,511.00				2,111.00	400.00	3,111.00
14. Travel	5,111.00		5,111.00				5,111.00		5,111.00
15. Computer	20,000.00	80.00	20,080.00				20,000.00	80.00	28,000.00
16. Contract & Services									
17. Telephone	3,116.00		3,116.00				3,116.00		3,116.00
18. Postage	2,400.00	700.00	3,100.00				2,400.00	700.00	2,700.00
19. Transportation									
20. Audit and Legal	2,000.00	875.00	2,875.00				2,000.00	875.00	2,875.00
21. Insurance		375.00	375.00					375.00	375.00
22. Board Expenses									
23. Software									
24. Management/Communications	1,000.00		1,000.00				1,000.00		1,000.00
25. List Education and Training	2,000.00		2,000.00				2,000.00		2,000.00
26. Estimated Program									
27. Other (Specify direct expenditure)									
28. Printing	2,500.00	2,000.00	4,500.00				2,500.00	2,000.00	4,500.00
29. Materials	1,000.00		1,000.00				1,000.00		1,000.00
TOTAL	168,158.25	18,706.25	197,864.50				168,158.25	18,706.25	1,077,163.00

Indirect At A Percent of Direct

6.1%

Contractor Name: 
 Date: 1/27/11



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


Date: 4/27/20

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.

Vendor Name:
Community Action Program Belknap Merrimack Counties, Inc.

4/27/2020

Date

Name: Michael Tabory
Title: Deputy Director

MT
4/27/20



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

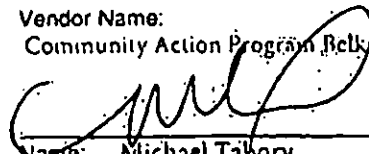
- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title 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:
Community Action Program Belknap-Merrimack Counties, Inc.


Name: Michael Talbot
Title: Deputy Director

4/27/2020
Date


Date: 4-27-20



**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.

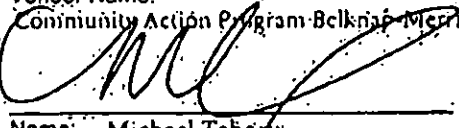
PRIMARY COVERED TRANSACTIONS

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 (11)(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.

4/27/2020
Date

Vendor Name:
Community Action Program-Belknap-Merrimack Counties, Inc.

Name: Michael Tabory
Title: Deputy Director

Vendor Initials: 
Date: 4/27/20



**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

Vendor Initials

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

8/7/14
Rev 10/2/14

Page 1 of 2

Date


4/27/20

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:
Community Action Program Bellamy Merrimack Counties, Inc.

Name: Michael Toboify
Title: Deputy Director

4/27/2020

Date

Exhibit G

Certification of Compliance with requirements pertaining to Federal and State discrimination, Equal Treatment of Fair-Based Organizations and VAWA/Title IX protections

Vendor Initials

Date

4/27/20



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:

Community Action Program Belknap-Merrimack Counties, Inc.

Name: Michael Tahory

Title: Deputy Director

4/27/2020

Date

Vendor Initials

Date



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.



Exhibit I

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

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

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

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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.

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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



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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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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) I, the defense and indemnification provisions of section (3) o 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.

<u>Department of Health and Human Services</u>	<u>Community Action Program</u>
<u>The State</u>	<u>Belknap-Merrimack Counties, Inc.</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>Signature of Authorized Representative</u>	<u>Signature of Authorized Representative</u>
<u>Christina Tapan</u>	<u>Michael Tabory</u>
<u>Name of Authorized Representative</u>	<u>Name of Authorized Representative</u>
<u>Associate Commissioner</u>	<u>Deputy Director</u>
<u>Title of Authorized Representative</u>	<u>Title of Authorized Representative</u>
<u>May 1, 2020</u>	<u>4/27/2020</u>
<u>Date</u>	<u>Date</u>

[Signature]
4/27/20



**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:

Community Action Program Region: Merrimack Counties, Inc.

Name: Michael Tabory
Title: Deputy Director

4/27/2020

Date

Contractor Initials

Date

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FORM A

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

1. The DUNS number for your entity is: 07-399-7504
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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


_____ NO _____ YES

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

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

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

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


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Exhibit K

DHHS Information Security Requirements




A. Definitions

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

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

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

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


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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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


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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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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/doi/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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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



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

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

This Amendment to the ServiceLink Aging and Disability Resource Center Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Easter Seals New Hampshire, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 20, 2020, (Item #18), as amended with Governor approval on December 30, 2020 and presented to the Executive Council on February 17, 2021 (Informational Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,656,319.24
3. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B Amendment #2, Scope of Services in order to correct various scribes' errors and align scope with necessary services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, Section 1 to read:
 1. This Agreement is funded by:
 - 1.1. 57.23%, Federal Funds, as follows:
 - 1.1.1. 2.78% United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667), FAIN: 2101NHSOSR.
 - 1.1.2. 9.63% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 21AANHT3FC.
 - 1.1.3. 27.82% United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID.
 - 1.1.4. 6.75% United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03.
 - 1.1.5. 6.89% United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-04.
 - 1.1.6. 2.50% United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00.

- 1.1.7. 0.67% United States Department of Health and Human Services, Money Follows the Person Rebalancing Demonstration, (CFDA #93.791), FAIN 1LICMS300148-01-10.
 - 1.1.8. 0.12% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services, (ALN# 93.044), FAIN 2001NHSSC3, CARES ACT Title III.
 - 1.1.9. 0.07% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services, (ALN# 93.044), FAIN 2101NHSSC6, American Rescue Plan Title III-B.
- 1.2 42.77% General funds.
5. Modify Exhibit C, Payment Terms, Section 3, to read:
- 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 item, as specified in Exhibits C-1 Amendment #1, Budget through Exhibit C-4 Amendment #2, Budget.
6. Modify Exhibit C, Payment Terms, Section 4, to read:
- 4. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
 - 4.1. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 4.2. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.3. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
7. Modify Exhibit C, Payment Terms, Section 12, Subsection 12.1, to update the introductory language only as specified in Subsection 12.1 with no changes to Paragraphs 12.1.1 through 12.1.3, to read:
- 12.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
8. Add Exhibit C-3 Amendment #2 Budget, which is attached hereto and incorporated by reference herein.
9. Add Exhibit C-4 Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

5/6/2022
Date

DocuSigned by:
Melissa Hardy
1023A24040DF406
Name: Melissa Hardy
Title: Director, DLTSS

Easter Seals New Hampshire, Inc.

5/6/2022
Date

DocuSigned by:
Lisabritt Solsky Stevens
27F7841F80AF412
Name: Lisabritt Solsky Stevens
Title: Chief Growth Officer

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

OFFICE OF THE ATTORNEY GENERAL

5/10/2022

Date

DocuSigned by:
Robyn Starino

Name: Robyn Starino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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 meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in Hillsborough County excluding the towns of Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor.
- 1.5. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.5.1. Serve as a highly visible and trusted place for New Hampshire residents of all ages and income limits to receive objective and unbiased information on a full range of long term care supports and services.
 - 1.5.2. Promote awareness of the various options available to people in their community.
 - 1.5.3. Refer individuals to needed services.
 - 1.5.4. Provide person-centered one-on-one assistance and decision support to individuals.
 - 1.5.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
 - 1.5.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.

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- 1.5.7. Serve all adults regardless of physical, intellectual or development disability or mental illness.
- 1.5.8. Provide information regarding community-based long-term supports and services.
- 1.5.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.

2. Statement of Work

2.1. ServiceLink Administrative Requirements

- 2.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice, and methods of services. The Contractor shall:
 - 2.1.1.1. Operate as an independent program.
 - 2.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
 - 2.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.
 - 2.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.
- 2.1.2. The Contractor shall occupy an independent office space that, at a minimum:
 - 2.1.2.1. Is an easily accessible area and location.
 - 2.1.2.2. Meets all applicable state and local building rules and ordinances.
 - 2.1.2.3. Has sufficient space that includes, but is not limited to:
 - 2.1.2.3.1. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.
 - 2.1.2.3.2. A confidential meeting room to accommodate a minimum of three (3) individuals.
 - 2.1.2.4. Has barrier-free/handicap access.
 - 2.1.2.5. Appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:

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- 2.1.2.5.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.
- 2.1.2.5.2. The New Hampshire Department of Military Affairs and Veterans Services.
- 2.1.2.6. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.4.2.1. Scheduling meetings.
 - 2.1.4.2.2. Inviting participants.
 - 2.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.4.2.5. Recording minutes from each meeting.
 - 2.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) business days after each meeting.
 - 2.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, which may include but are not limited to:
 - 2.1.4.3.1. State or regional hospitals.

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ServiceLink Aging and Disability Resource Center Services**

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- 2.1.4.3.2. Senior centers.
- 2.1.4.3.3. Physician practices.
- 2.1.4.3.4. Home health agencies.
- 2.1.4.3.5. Community mental health centers.
- 2.1.4.3.6. Municipal health and welfare providers.
- 2.1.4.3.7. Brain Injury Associations.
- 2.1.4.3.8. Centers for Independent Living.
- 2.1.4.3.9. Department of Military Affairs and Veteran Services.
- 2.1.4.3.10. Adult Protective Services.
- 2.1.4.3.11. Information and referral/2-1-1 programs.
- 2.1.4.3.12. Regional Public Health Networks.
- 2.1.4.3.13. Other community-based organizations.
- 2.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
- 2.1.5. The Contractor shall utilize the Refer/Navigate database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.2. Quality Assurance
 - 2.2.1. The Contractor shall develop and implement a locally-based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:
 - 2.2.1.1. Meet the needs of individuals;
 - 2.2.1.2. Are sustained throughout the geographic area; and
 - 2.2.1.3. Produce measurable results.
 - 2.2.2. The Contractor shall conduct consumer satisfaction surveys on an ongoing basis to measure consumer satisfaction with delivered services. The Contractor shall:
 - 2.2.2.1. Utilize the Department's approved survey tool;
 - 2.2.2.2. Distribute the survey to consumers as directed by the Department;
 - 2.2.2.3. Collect completed surveys, as applicable; and

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2.2.2.4. Enter each completed survey into an online database as directed by the Department.

2.3. Outreach and Education

2.3.1. The Contractor shall deliver outreach and education services to promote ServiceLink services.

2.3.2. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.

2.3.3. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.

2.3.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence with service providers including, but not limited to:

2.3.4.1. Faith Based Communities and/or Parish Nurses.

2.3.4.2. The Social Security Administration.

2.3.4.3. Low income housing sites.

2.3.4.4. Senior Centers.

2.3.5. The Contractor shall implement the Department-approved outreach and marketing plan, which includes, but is not limited to:

2.3.5.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.

2.3.5.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.

2.3.5.3. Strategies to assess the effectiveness of outreach and marketing activities.

2.3.5.4. Feedback loops to monitor and modify outreach and marketing activities as needed.

2.4. Training

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- 2.4.1. The Contractor shall ensure all staff, including but not limited to the site manager, receive training within one (1) year of hire, that includes, but is not limited to:
 - 2.4.1.1. Outreach and education trainings.
 - 2.4.1.2. Person-Centered Options Counseling training.
 - 2.4.1.3. Safeguarding the confidentiality of all clients, as required by state and federal laws.
 - 2.4.1.4. Alliance of Information and Referral Standards (AIRS) Certification training.
 - 2.4.1.5. SHIP/SMP Certification through the attendance of a Medicare 101 training, or be fully SHIP-certified if the staff member is a SHIP counselor.
 - 2.4.1.6. SMP Foundations training.
- 2.5. Information & Referral/Assistance Plan and Person-Centered Options Counseling
 - 2.5.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:
 - 2.5.1.1. A description of all systematic processes to ensure consistent delivery of services.
 - 2.5.1.2. All services and resources available to the population of the geographic region.
 - 2.5.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.
 - 2.5.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer/Navigate Manual, and as amended.
 - 2.5.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).
 - 2.5.5. The Contractor shall utilize the Refer/Navigate database to provide the most current information available to clients.
 - 2.5.6. The Contractor shall provide the Refer/Navigate Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer/Navigate Manual, and as amended.
 - 2.5.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.

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2.6. Specialized Care Transition Counseling and Support Services

2.6.1. The Contractor shall assist individuals, regardless of income, with avoiding unnecessary placements in institutional settings including, but not limited to nursing homes, rehabilitation facilities, and transitional housing settings.

2.6.2. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.

2.6.3. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:

2.6.3.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.

2.6.3.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contractor shall:

2.6.3.2.1. Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems;

2.6.3.2.2. Establish a process for identifying individuals and caregivers in need of transition support services;

2.6.3.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, and coordination;

2.6.3.2.4. Perform consultation services for hospital staff regarding available LTSS in the community; and

2.6.3.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.

2.6.3.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services.

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- 2.6.3.4. Engaging individuals while they are in an acute care setting in order to assist with transitioning to home and community-based settings, which includes, but is not limited to:
 - 2.6.3.4.1. Facilitating the coordination of services and supports needed for transition.
 - 2.6.3.4.2. Providing individuals with a safe and secure setting.
- 2.6.3.5. Assisting in the prevention of hospital readmission.
- 2.6.4. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include, but are not limited to:
 - 2.6.4.1. Hospital and nursing home discharge planning meetings.
 - 2.6.4.2. Meetings with individuals and family members according to their preferences and goals for transition.
 - 2.6.4.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.6.4.4. Documenting contacts on behalf of transitioning individuals in the Refer/Navigate database.
 - 2.6.4.5. Developing transition plans for clients and assisting individuals with finding and accessing home and community-based services according to the transition plan.
- 2.7. Long Term Supports and Services (LTSS) Eligibility Determination Services
 - 2.7.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.
 - 2.7.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:
 - 2.7.2.1. Assisting individuals with determining appropriate payment and delivery of services.
 - 2.7.2.2. Providing individuals with financial assessment, as applicable.
 - 2.7.2.3. Assisting clients with accessing community-based LTSS programs.
 - 2.7.2.4. Developing processes for accessing public LTSS programs.
 - 2.7.2.5. Ensuring eligibility documents are completed and submitted to the Department.

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- 2.7.2.6. Collaborating with the Department to assess and determine client eligibility.
- 2.7.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.
- 2.7.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.
- 2.7.2.9. Providing additional Person-Centered Options Counseling to individuals determined ineligible for LTSS, as appropriate.
- 2.7.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.
- 2.7.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.
- 2.7.3. The Contractor shall collaborate with State and community programs, which may include, but are not limited to, the NH Caregiver Program, home-delivered meals, congregate meals, and in-home care services, which may serve Medicare beneficiaries across New Hampshire to determine program eligibility for individuals seeking services, to facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education on Medicare and other community-based programs.
- 2.8. Specialty Program Services
 - 2.8.1. Family Caregiver Support Program Services
 - 2.8.1.1. The Contractor shall ensure staff maintain knowledge of current community resources.
 - 2.8.1.2. The Contractor shall ensure :
 - 2.8.1.2.1. A minimum of one (1) staff member is trained as a class leader in an evidence-based curriculum for caregivers, such as Powerful Tools for Caregivers (PTC); or
 - 2.8.1.2.2. A minimum of two (2) individuals in the geographic area are trained in an evidenced-based curriculum for caregivers such as the PTC curriculum.
 - 2.8.1.3. The Contractor shall facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training or other evidenced-based curriculum for caregivers to a minimum of five (5) caregivers on an annual basis

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- 2.8.1.4. The Contractor shall facilitate caregiver support groups, as needed.
- 2.8.1.5. The Contractor shall collaborate with other caregiver support service agencies within the geographic area.
- 2.8.1.6. The Contractor shall ensure staff attend the Department's Family Caregiver Support Program meetings.
- 2.8.1.7. The Contractor shall conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population on an annual basis.
- 2.8.1.8. The Contractor shall monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.
- 2.8.1.9. The Contractor shall participate in an annual program review, as determined by the Department.
- 2.8.1.10. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.8.1.11. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.8.1.12. The Contractor shall provide a minimum of bimonthly contact with the caregivers they support.
- 2.8.1.13. The Contractor shall ensure all new staff who administer the NH Family Caregiver Support Program are:
 - 2.8.1.13.1. Trained by a BEAS Designee; and
 - 2.8.1.13.2. Monitored for progress within Program, including, but not limited to, remaining current on all Family Caregiver Support Program services, policies and procedures.
- 2.8.1.14. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.8.1.15. The Contractor shall provide copies of approved service plans and budgets to the Department's Financial Management contractor.
- 2.8.1.16. The Contractor shall comply with the Department policies and procedures relative to fiscal management for bill paying and employer of record services.

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2.8.2. State Health Insurance Program (SHIP) Assistance

2.8.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.

2.8.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through SHIP.

2.8.2.3. The Contractor shall provide personalized counseling services.

2.8.2.4. The Contractor shall provide targeted community outreach in order to:

2.8.2.4.1. Increase consumer understanding of Medicare program benefits.

2.8.2.4.2. Raise awareness of the opportunities for assistance with benefit and plan selection.

2.8.2.5. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:

2.8.2.5.1. Assisting individuals with enrolling in appropriate benefit plans.

2.8.2.5.2. Providing continued enrollment assistance in Medicare prescription drug coverage.

2.8.2.6. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.

2.8.2.7. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently; SHIP Training and Reporting System (STARS).

2.8.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services

2.8.3.1. The Contractor shall educate the public on topics that include, but are not limited to:

2.8.3.1.1. Part D prescription drugs in rural areas.

2.8.3.1.2. Medicare preventative services.

2.8.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.

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- 2.8.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses, as well as awareness of Medicare preventive services, by distributing promotional materials developed by CMS, ACL and the Department.
- 2.8.3.3. The Contractor shall implement a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month which includes, but is not limited to:
 - 2.8.3.3.1. Mailing introductory letters regarding the program to agencies which may include, but are not limited to:
 - 2.8.3.3.1.1. Town offices;
 - 2.8.3.3.1.2. Housing sites;
 - 2.8.3.3.1.3. Home health agencies;
 - 2.8.3.3.1.4. Faith-based Communities and parish nurses;
 - 2.8.3.3.1.5. Public libraries;
 - 2.8.3.3.1.6. Fuel assistance agencies;
 - 2.8.3.3.1.7. Hospital public affairs managers;
 - 2.8.3.3.1.8. Pharmacies;
 - 2.8.3.3.1.9. Medical practices and
 - 2.8.3.3.1.10. Other community partners.
 - 2.8.3.3.2. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic area served;
 - 2.8.3.3.3. Drafting scripts for radio, newspapers, and public service announcements with Department approval prior to publication; and
 - 2.8.3.3.4. Purchasing media in the local area.
- 2.8.3.4. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).

2.8.4. Senior Medicare Patrol (SMP) Services

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ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 2.8.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
- 2.8.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and education outreach planning.
- 2.8.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded Medicare awareness and coverage.
- 2.8.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
- 2.8.4.5. The Contractors shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
- 2.8.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.
- 2.8.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
- 2.8.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information; detect payment errors; and report questionable Medicare billing situations.
- 2.8.5. Veteran Directed Care (VDC)
 - 2.8.5.1. The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VDC Program staffing requirements and procedures.
 - 2.8.5.2. The Contractor shall collaborate with and accepting referrals from:
 - 2.8.5.2.1. The White River Junction Veterans Affairs Medical Center; and

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 2.8.5.2.2. The Manchester Veterans Affairs Medical Center.
- 2.8.5.3. The Contractor shall contact veterans referred to the VDC program by telephone, email, or other recognized means of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.
- 2.8.5.4. The Contractor shall assist veterans with determining the most appropriate services that will meet their needs.
- 2.8.5.5. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
- 2.8.5.6. The Contractor shall assist veterans with meeting LTSS needs, including but not limited to, identifying backup plans of support.
- 2.8.5.7. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
- 2.8.5.8. The Contractor shall monitor veteran budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.
- 2.8.5.9. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.
- 2.8.5.10. The Contractor shall comply with staff training requirements to provide the VDC and Financial Management Services, as applicable.
- 2.8.5.11. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:
- 2.8.5.11.1. Monthly VDC calls.
- 2.8.5.11.2. VDC sponsored trainings.
- 2.8.5.11.3. VDC sponsored webinars.
- 2.8.5.12. The Contractor shall participate in VAMC quarterly program meetings.
- 2.8.5.13. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.

2.8.6. Bureau of Housing Services Assessments

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**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

2.8.6.1. The Contractor shall complete the Person-Centered Planning assessment with clients referred from the Bureau of Housing Services (BHS), at the direction of BHS, only so long as funding related to the BHS-Medicaid 1915i waiver is available to reimburse for the assistance provided.

3. Performance Measures and Reporting Requirements

- 3.1. The Contractor shall report on data collected in the Refer/Navigate system to the Department in a Department approved format, as requested.
- 3.2. The Contractor shall provide quarterly narrative reports regarding community partnerships and outreach as outlined by the Department.
- 3.3. The Contractor shall maintain a record of completed staff training and education, including Medicare training, to be made available to the Department upon request.
- 3.4. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging and agrees to enter all needed data in the database accurately and timely.
- 3.5. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department , which must include, but is not limited to:
 - 3.5.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum or other evidenced-based curriculum for caregivers.
 - 3.5.2. Number of Powerful Tools for Caregivers or other evidenced-based training session for caregivers coordinated and/or conducted annually.
 - 3.5.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers or other evidenced-based curriculum for caregiver trainings.
 - 3.5.4. Expenditures and expenses for outreach activities.
 - 3.5.5. Average annual income of caregivers including, but not limited to, those who:
 - 3.5.5.1. Receive grants;
 - 3.5.5.2. Receive training;
 - 3.5.5.3. Receive I & R supports;
 - 3.5.5.4. Receive counseling; or
 - 3.5.5.5. Participate in support groups.

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 3.6. The Contractor shall report on the following ACL performance measures on the SHIP/STARS Beneficiary Forms:
 - 3.6.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.
 - 3.6.2. Contacts with Medicare beneficiaries under 65 – Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.
 - 3.6.3. Hard-to-Reach Contacts – Percentage of Low-income, rural, and non-native English contacts per total “hard-to-reach” Medicare beneficiaries in the State.
 - 3.6.4. Enrollment Contacts – Percentage of unduplicated enrollment contacts with one or more qualifying enrollment topics discussed per total Medicare beneficiaries in the State.
- 3.7. The Contractor shall report on the following ACL performance measures on the Monthly Outreach and Activities (AKA the Check and Balance) reports due to the Department by the 15th of each month for the prior month:
 - 3.7.1. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.
 - 3.7.2. Implementation of promotional activities for Medicare’s Wellness and Preventive Screening Services.
 - 3.7.3. The number of individuals provided with education about: LIS, MSP, and Medicare prescription drug coverage in rural areas.
- 3.8. The Contractor shall demonstrate partnerships and evaluate effectiveness and lessons learned in the Quarterly SHIP and SMP progress reports.
- 3.9. The Contractor shall effectively advertise, promote, and conduct SHIP, MIPPA, and/or SMP educational outreach and/or enrollment event activities at a minimum of one (1) time per month.

4. Staffing

- 4.1. The Contractor shall ensure staff follow the National Association of Social Workers’ Code of Ethics.
- 4.2. The Contractor shall provide staff as follows:
 - 4.2.1. One (1) full-time equivalent (FTE) Program Manager.
 - 4.2.2. Staff with the proper trainings and certifications to provide Information & Referral/Assistance (I&R/A) services; Person-Centered Options Counseling; and Person-Centered Transition Support.

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 4.2.3. Staff for the NH Family Caregiver Program at no less than one (1) FTE.
- 4.2.4. Staff for the SHIP, SMP, and MIPPA services at no less than 2.75 FTE.
- 4.3. Criminal Background Check and BEAS State Registry Checks
 - 4.3.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
 - 4.3.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
 - 4.3.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
 - 4.3.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 4.3.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the selected Vendor. The BEAS State Registry check must be provided to the Department upon request by the Department.

5. Exhibits Incorporated

- 5.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 5.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 5.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

6. Additional Terms

- 6.1. Impacts Resulting from Court Orders or Legislative Changes

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 6.1.1. 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.
- 6.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
 - 6.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 6.3. Credits and Copyright Ownership
 - 6.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
 - 6.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
 - 6.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 6.3.3.1. Brochures.
 - 6.3.3.2. Resource directories.
 - 6.3.3.3. Protocols or guidelines.
 - 6.3.3.4. Posters.
 - 6.3.3.5. Reports.
 - 6.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 6.4. Operation of Facilities: Compliance with Laws and Regulations

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

6.4.1. 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 Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6.5. Eligibility Determinations

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

6.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

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

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

7. Records

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

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 7.1.1. 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.
- 7.1.2. 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.
- 7.1.3. 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.
- 7.1.4. Medical records on each patient/recipient of services.
- 7.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services	
<i>Complete one budget form for each budget period.</i>	
Contractor Name: <i>Easter Seals New Hampshire, Inc.</i>	
Budget Request for: <i>ServiceLink Aging and Disability Resource Center Services</i>	
Budget Period <i>7/1/2022-6/30/2023</i>	
Indirect Cost Rate (if applicable) <i>10.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$253,345
2. Fringe Benefits	\$69,670
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$6,651
6. Travel	\$630
7. Software	\$0
8. (a) Other - Marketing/Communications	\$785
8. (b) Other - Education and Training	\$1,761
8. (c) Other - Other (specify below)	
<i>Occupancy/Rent</i>	\$34,682
<i>Phone/Telecommunications</i>	\$3,768
<i>Postage/Shipping</i>	\$1,623
<i>Dues/Subscriptions</i>	\$200
<i>Printing</i>	\$352
9. Subrecipient Contracts	\$0
Total Direct Costs	\$373,467
Total Indirect Costs	\$37,346
TOTAL	\$410,813

Contractor Initials DS
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Date 5/6/2022

New Hampshire Department of Health and Human Services	
<i>Complete one budget form for each budget period.</i>	
Contractor Name: <u>Easter Seals New Hampshire, Inc.</u>	
Budget Request for: <u>ServiceLink Aging and Disability Resource Center Services</u>	
Budget Period <u>7/1/2023-6/30/2024</u>	
Indirect Cost Rate (if applicable) <u>10.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$258,670
2. Fringe Benefits	\$71,134
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$1,281
6. Travel	\$630
7. Software	\$0
8. (a) Other - Marketing/Communications	\$785
8. (b) Other - Education and Training	\$1,386
8. (c) Other - Other (specify below)	
<i>Occupancy</i>	\$34,712
<i>Phone/Telecommunications</i>	\$3,768
<i>Postage/Shipping</i>	\$548
<i>Dues/Subscriptions</i>	\$200
<i>Printing</i>	\$352
9. Subrecipient Contracts	\$0
Total Direct Costs	\$373,466
Total Indirect Costs	\$37,347
TOTAL	\$410,813

Contractor Initials DS
LSS

Date 5/6/2022

State of New Hampshire

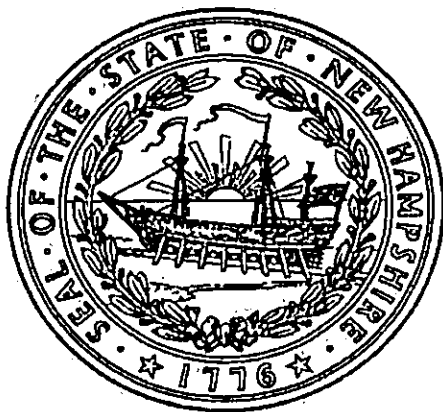
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that EASTER SEALS NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 1967. 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: 61290

Certificate Number: 0005774611



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Cynthia Ross, 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 Easter Seals New Hampshire, Inc.
(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 February 9, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

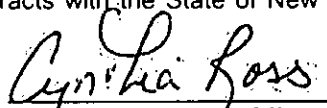
VOTED: That Lisabritt Solsky Stevens, CGO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Easter Seals New Hampshire, Inc. 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: 5/6/2022



Signature of Elected Officer
Name: Cynthia Ross
Title: Assistant Secretary

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/26/2021

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).


PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: PHONE (A/C No, Ext): 855 874-0123		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.			18058
INSURED Easter Seals NH, Inc. 555 Auburn Street Manchester, NH 03103	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		
	INSURER G :		

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	ADDD	SUBR	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	PHPK2319126	09/01/2021	09/01/2022	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	PHPK2319129	09/01/2021	09/01/2022	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	X	X	PHUB783186	09/01/2021	09/01/2022	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$ PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					
A	EDP			PHPK2319126	09/01/2021	09/01/2022	\$1,619,050 \$500 Deductible Special Form Incl Theft

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Supplemental Names*: Easter Seals ME, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc., & The Homemakers Health Services. The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the (See Attached Descriptions)

CERTIFICATE HOLDER State of NH Dept. of Health & Human Services Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.

RE: 9 Dolphin Circle, Nashua, NH



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2021

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

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

PRODUCER Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110	CONTACT NAME: Courtney Mitchell PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: cmitchell@hayscompanies.com														
INSURED Easter Seals New Hampshire, Inc 555 Auburn Street Manchester NH 03103	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: The North River Insurance Company</td> <td style="text-align: center;">21105</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The North River Insurance Company	21105	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: The North River Insurance Company	21105														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 22-23 WC** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COM/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	406-738254-6	1/1/2022	1/1/2023	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

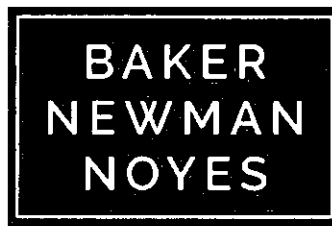
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured includes Manchester Alcoholism Rehabilitation Inc.. dba Farnum Center

CERTIFICATE HOLDER Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE James Hays/CEMITC
--	---



Mission:

Easterseals provides exceptional services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.



Easter Seals New Hampshire, Inc. and Subsidiaries

Consolidated Financial Statements and
Other Financial Information

*Years Ended August 31, 2021 and 2020
With Independent Auditors' Report*

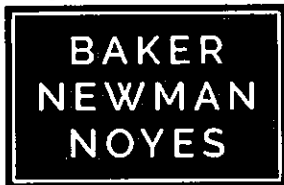
EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

**CONSOLIDATED FINANCIAL STATEMENTS AND
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2021 and 2020

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Baker Newman & Noyes LLC
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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2021 and 2020, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated financial statements.

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

To the Board of Directors
Easter Seals New Hampshire, Inc. and Subsidiaries

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2021 and 2020, 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.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated December 14, 2021, on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Easter Seals New Hampshire's, Inc. and Subsidiaries' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

Baker Newman & Noyes LLC
Manchester, New Hampshire
December 14, 2021

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

August 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$14,389,013	\$ 8,234,594
Restricted cash	82,461	-
Short-term investments, at fair value	10,681,421	3,555,005
Program and other accounts receivable	8,593,338	9,046,180
Contributions receivable, net	224,865	329,945
Prepaid expenses and other current assets	<u>633,702</u>	<u>700,139</u>
Total current assets	34,604,800	21,865,863
Assets limited as to use	2,357,939	2,154,522
Investments, at fair value	15,889,181	13,850,923
Other assets	378,877	143,015
Fixed assets, net	<u>29,899,801</u>	<u>28,462,718</u>
	<u>\$83,130,598</u>	<u>\$66,477,041</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Accounts payable	\$ 2,312,551	\$ 2,000,480
Accrued expenses	6,895,135	7,155,936
Deferred revenue	1,862,583	1,339,654
Current portion of interest rate swap agreement	387,067	389,577
Current portion of long-term debt	<u>1,222,914</u>	<u>2,198,630</u>
Total current liabilities	12,680,250	13,084,277
Other liabilities	2,682,812	2,154,522
Interest rate swap agreement, less current portion	1,851,184	2,507,497
Long-term debt, less current portion, net	<u>28,771,371</u>	<u>18,746,040</u>
Total liabilities	45,985,617	36,492,336
Net assets:		
Without donor restrictions	31,026,464	23,812,787
With donor restrictions	<u>6,118,517</u>	<u>6,171,918</u>
Total net assets	<u>37,144,981</u>	<u>29,984,705</u>
	<u>\$83,130,598</u>	<u>\$66,477,041</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2021

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 732,689	\$ 327,971	\$ 1,060,660
Special events, net of related direct costs of \$643,937	1,171,144	208,832	1,379,976
Annual campaigns, net of related direct costs of \$42,502	418,831	37,458	456,289
Bequests	4,091	-	4,091
Net assets released from restrictions	<u>837,627</u>	<u>(837,627)</u>	<u>-</u>
Total public support	3,164,382	(263,366)	2,901,016
Revenue:			
Fees and tuition	60,020,761	-	60,020,761
Grants	33,096,374	-	33,096,374
Dividend and interest income	625,522	8,878	634,400
Rental income	29,775	-	29,775
Other	<u>549,546</u>	<u>-</u>	<u>549,546</u>
Total revenue	<u>94,321,978</u>	<u>8,878</u>	<u>94,330,856</u>
Total public support and revenue	97,486,360	(254,488)	97,231,872
Operating expenses:			
Program services:			
Public health education	42,458	-	42,458
Professional education	3,192	-	3,192
Direct services	<u>82,595,976</u>	<u>-</u>	<u>82,595,976</u>
Total program services	82,641,626	-	82,641,626
Supporting services:			
Management and general	9,427,520	-	9,427,520
Fundraising	<u>1,249,556</u>	<u>-</u>	<u>1,249,556</u>
Total supporting services	<u>10,677,076</u>	<u>-</u>	<u>10,677,076</u>
Total functional expenses	93,318,702	-	93,318,702
Support of National programs	<u>105,185</u>	<u>-</u>	<u>105,185</u>
Total operating expenses	<u>93,423,887</u>	<u>-</u>	<u>93,423,887</u>
Increase (decrease) in net assets from operations	4,062,473	(254,488)	3,807,985

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2021

	Without Donor <u>Restrictions</u>	With Donor <u>Restrictions</u>	<u>Total</u>
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swap	\$ 658,823	\$ -	\$ 658,823
Net unrealized and realized gains on investments, net	1,830,767	201,783	2,032,550
Decrease in fair value of beneficial interest in trust held by others	-	(696)	(696)
Loss on sales and disposals of fixed assets	(40,958)	-	(40,958)
Contribution of net assets from acquisition – see Note 15	<u>702,572</u>	<u>-</u>	<u>702,572</u>
	<u>3,151,204</u>	<u>201,087</u>	<u>3,352,291</u>
Total increase (decrease) in net assets	7,213,677	(53,401)	7,160,276
Net assets at beginning of year	<u>23,812,787</u>	<u>6,171,918</u>	<u>29,984,705</u>
Net assets at end of year	<u>\$31,026,464</u>	<u>\$6,118,517</u>	<u>\$37,144,981</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2020

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Public support and revenue:			
Public support:			
Contributions, net	\$ 635,769	\$ 560,250	\$ 1,196,019
Special events, net of related direct costs of \$796,900	771,249	86,820	858,069
Annual campaigns, net of related direct costs of \$87,600	369,157	62,978	432,135
Bequests	221,908	-	221,908
Net assets released from restrictions	<u>755,040</u>	<u>(755,040)</u>	<u>-</u>
Total public support	2,753,123	(44,992)	2,708,131
Revenue:			
Fees and tuition	63,063,228	-	63,063,228
Grants	28,717,978	-	28,717,978
Dividend and interest income	580,379	18,073	598,452
Rental income	34,045	-	34,045
Other	<u>524,750</u>	<u>-</u>	<u>524,750</u>
Total revenue	<u>92,920,380</u>	<u>18,073</u>	<u>92,938,453</u>
Total public support and revenue	95,673,503	(26,919)	95,646,584
Operating expenses:			
Program services:			
Public health education	129,094	-	129,094
Professional education	10,963	-	10,963
Direct services	<u>84,460,373</u>	<u>-</u>	<u>84,460,373</u>
Total program services	84,600,430	-	84,600,430
Supporting services:			
Management and general	8,802,004	-	8,802,004
Fundraising	<u>891,482</u>	<u>-</u>	<u>891,482</u>
Total supporting services	<u>9,693,486</u>	<u>-</u>	<u>9,693,486</u>
Total functional expenses	94,293,916	-	94,293,916
Support of National programs	<u>83,093</u>	<u>-</u>	<u>83,093</u>
Total operating expenses	<u>94,377,009</u>	<u>-</u>	<u>94,377,009</u>
Increase (decrease) in net assets from operations	1,296,494	(26,919)	1,269,575

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended August 31, 2020

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Other non-operating expenses, gains and losses:			
Change in fair value of interest rate swap	\$ (242,081)	\$ -	\$ (242,081)
Net unrealized and realized gains on investments, net	711,416	94,474	805,890
Increase in fair value of beneficial interest in trust held by others	-	21,320	21,320
Other non-operating gains	<u>1,502</u>	<u>-</u>	<u>1,502</u>
	<u>470,837</u>	<u>115,794</u>	<u>586,631</u>
Total increase in net assets	1,767,331	88,875	1,856,206
Net assets at beginning of year	<u>22,045,456</u>	<u>6,083,043</u>	<u>28,128,499</u>
Net assets at end of year	<u>\$23,812,787</u>	<u>\$6,171,918</u>	<u>\$29,984,705</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2021

	Program Services				Supporting Services			Total Program and Supporting Services Expenses	
	Public Health Education	Professional Education	Direct Services	Total	Management and General	Fund-Raising	Total	2021	2020
Salaries and related expenses	\$ 11,096	\$ —	\$64,176,399	\$64,187,495	\$6,044,992	\$ 870,368	\$ 6,915,360	\$71,102,855	\$72,786,243
Professional fees	17,291	—	7,842,755	7,860,046	2,100,809	164,328	2,265,137	10,125,183	9,192,052
Supplies	790	—	1,989,877	1,990,667	131,147	39,046	170,193	2,160,860	2,332,888
Telephone	—	—	513,962	513,962	184,045	1,810	185,855	699,817	680,452
Postage and shipping	—	—	25,110	25,110	19,618	7,956	27,574	52,684	53,535
Occupancy	—	—	2,389,582	2,389,582	338,318	70,122	408,440	2,798,022	2,765,081
Outside printing, artwork and media	5,090	—	4,927	10,017	5,130	5,852	10,982	20,999	51,796
Travel	7	—	1,236,068	1,236,075	13,024	1,686	14,710	1,250,785	1,538,838
Conventions and meetings	—	3,192	55,272	58,464	16,905	2,432	19,337	77,801	201,166
Specific assistance to individuals	—	—	1,379,455	1,379,455	108	—	108	1,379,563	962,562
Dues and subscriptions	—	—	25,725	25,725	13,398	4,003	17,401	43,126	33,721
Minor equipment purchases and equipment rentals	775	—	153,295	154,070	158,601	4,137	162,738	316,808	307,379
Ads, fees and miscellaneous	7,409	—	222,711	230,120	84,777	73,409	158,186	388,306	533,260
Interest	—	—	764,208	764,208	144,791	—	144,791	908,999	936,518
Depreciation and amortization	—	—	1,816,630	1,816,630	171,857	4,407	176,264	1,992,894	1,952,115
Miscellaneous business tax	—	—	—	—	—	—	—	—	(33,690)
	<u>\$42,458</u>	<u>\$ 3,192</u>	<u>\$82,595,976</u>	<u>\$82,641,626</u>	<u>\$9,427,520</u>	<u>\$1,249,556</u>	<u>\$10,677,076</u>	<u>\$93,318,702</u>	<u>\$94,293,916</u>
	0.05%	0.00%	88.51%	88.56%	10.10%	1.34%	11.44%	100.00%	100.00%

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2020

	Program Services				Supporting Services			Total Program and Supporting Services Expenses
	Public Health Education	Profes- sional Education	Direct Services	Total	Manage- ment and General	Fund- Raising	Total	2020
Salaries and related expenses	\$ 63,997	\$ —	\$66,101,195	\$66,165,192	\$5,930,175	\$690,876	\$6,621,051	\$72,786,243
Professional fees	16,450	—	7,431,705	7,448,155	1,692,500	51,397	1,743,897	9,192,052
Supplies	1,403	—	2,250,675	2,252,078	53,836	26,974	80,810	2,332,888
Telephone	—	—	472,978	472,978	203,806	3,668	207,474	680,452
Postage and shipping	670	—	24,322	24,992	19,191	9,352	28,543	53,535
Occupancy	—	—	2,375,772	2,375,772	323,638	65,671	389,309	2,765,081
Outside printing, artwork and media	15,707	—	9,823	25,530	10,063	16,203	26,266	51,796
Travel	20	—	1,517,141	1,517,161	16,319	5,358	21,677	1,538,838
Conventions and meetings	17,258	10,963	106,513	134,734	57,268	9,164	66,432	201,166
Specific assistance to individuals	—	—	962,562	962,562	—	—	—	962,562
Dues and subscriptions	451	—	22,833	23,284	8,849	1,588	10,437	33,721
Minor equipment purchases and equipment rentals	775	—	192,132	192,907	113,204	1,268	114,472	307,379
Ads, fees and miscellaneous	12,363	—	452,113	464,476	63,974	4,810	68,784	533,260
Interest	—	—	766,789	766,789	169,729	—	169,729	936,518
Depreciation and amortization	—	—	1,807,510	1,807,510	139,452	5,153	144,605	1,952,115
Miscellaneous business tax	—	—	(33,690)	(33,690)	—	—	—	(33,690)
	<u>\$129,094</u>	<u>\$10,963</u>	<u>\$84,460,373</u>	<u>\$84,600,430</u>	<u>\$8,802,004</u>	<u>\$891,482</u>	<u>\$9,693,486</u>	<u>\$94,293,916</u>
	0.14%	0.01%	89.57%	89.72%	9.33%	0.95%	10.28%	100.00%

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended August 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities:		
Increase in net assets	\$ 7,160,276	\$ 1,856,206
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,992,894	1,952,115
Bond issuance costs amortization	6,110	6,110
Increase in fair value of beneficial interest in trust held by others	696	(21,320)
Net loss (gain) on sales and disposals of fixed assets	40,958	(1,053)
Change in fair value of interest rate swap	(658,823)	242,081
Gain on conversion of long-term debt to grant revenue	(1,140,000)	-
Net unrealized and realized gains on investments, net	(2,032,550)	(805,890)
Donor restricted contributions	(327,971)	(560,250)
Contribution of net assets from acquisition	(702,572)	-
Changes in operating assets and liabilities:		
Program and other accounts receivable	706,473	2,362,020
Contributions receivable	105,080	169,271
Prepaid expenses and other current assets	77,756	(177,703)
Other assets	16,437	18,231
Accounts payable and accrued expenses	22,693	100,912
Deferred revenue	496,622	956,366
Other liabilities	<u>191,374</u>	<u>346,935</u>
Net cash provided by operating activities	5,955,453	6,444,031
Cash flows from investing activities:		
Purchases of fixed assets	(2,184,030)	(1,031,798)
Proceeds from sale of fixed assets	20,323	2,660
Change in investments, net	(7,132,124)	(711,622)
Change in assets limited as to use	(203,417)	56,982
Cash, cash equivalents and restricted cash acquired from acquisition	<u>365,413</u>	<u>-</u>
Net cash used by investing activities	(9,133,835)	(1,683,778)
Cash flows from financing activities:		
Repayment of long-term debt	(1,074,073)	(1,619,767)
Proceeds from long-term debt	10,161,364	1,192,103
Donor restricted contributions	<u>327,971</u>	<u>560,250</u>
Net cash provided by financing activities	<u>9,415,262</u>	<u>132,586</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended August 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Increase in cash, cash equivalents and restricted cash	\$ 6,236,880	\$ 4,892,839
Cash, cash equivalents and restricted cash, beginning of year	<u>8,234,594</u>	<u>3,341,755</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$14,471,474</u>	<u>\$ 8,234,594</u>
Supplemental disclosure of cash flow information:		
Interest paid	\$ <u>875,000</u>	\$ <u>934,000</u>

See accompanying notes.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals Maine, Inc. (Easter Seals ME); Manchester Alcoholism Rehabilitation Center (Farnum Center); and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, Maine, and Vermont.

2. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member as described in note 1. Significant intercompany accounts and transactions have been eliminated in consolidation.

Cash, Cash Equivalents and Restricted Cash

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, overnight repurchase agreements and money market funds, excluding assets limited as to use.

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals NH to credit risk consist primarily of cash equivalents and investments. Easter Seals NH's investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the Lord Abbett Short Duration Income A Fund with a balance of \$9,677,021 and \$3,555,005 as of August 31, 2021 and 2020, respectively.

Restricted cash represents reserve accounts held by New Hampshire Housing Finance Authority (NHHFA) for insurance, taxes, replacement costs and operations as well as security deposit accounts held for tenants.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)

The following table provides a reconciliation of cash and cash equivalents and restricted cash reported within the consolidated statements of financial position that sum to the total of the same such amounts shown in the consolidated statements of cash flows at August 31:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$14,389,013	\$8,234,594
Restricted cash	<u>82,461</u>	<u>—</u>
	<u>\$14,471,474</u>	<u>\$8,234,594</u>

Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other non-operating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

Beneficial Interest in Trust

Easter Seals NH is the beneficiary of a trust held by others recorded in other assets in the accompanying consolidated statements of financial position. Easter Seals NH has recorded as an asset the fair value of its interest in the trust and such amount is included in net assets with donor restrictions, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other non-operating expenses, gains and losses as activity with donor restrictions.

Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets. Leasehold improvements are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as support without donor restrictions. See also note 8.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)

Long-Lived Assets

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

No long-lived assets were deemed impaired at August 31, 2021 and 2020.

Bond Issuance Costs

Bond issuance costs are being amortized to interest expense using the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Interest expense recognized on the amortization of bond issuance costs during 2021 and 2020 was \$6,110. The bond issuance costs are presented as a component of long-term debt on the accompanying consolidated statements of financial position.

Revenue Recognition and Program and Other Accounts Receivable

Easter Seals NH accounts for revenues (mainly relating to fees and tuition in the accompanying consolidated statements of activities and changes in net assets) under Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers*, and determines the amount of revenue to be recognized through application of the following steps:

- Identification of the contract with a customer;
- Identification of the performance obligations in the contract;
- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations in the contract; and
- Recognition of revenue when or as Easter Seals NH satisfies the performance obligations.

Easter Seals NH determines the transaction price based on standard charges for goods and services provided, reduced by any applicable discounts, contractual adjustments provided to third-party payors, or explicit and implicit price concessions provided to groups or individuals. A performance obligation is a promise in a contract with a customer to transfer products or services that are distinct. Determining whether products and services are distinct performance obligations that should be accounted for separately or combined as one unit of accounting may require significant judgement.

A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors that provide for payment at amounts different from its established rates. Payment arrangements include discounted charges and prospectively determined payments. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in fees and tuition in the year that such amounts become known.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)

Revenues are recognized when performance obligations are satisfied, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are deferred until any restrictions are met or allowable expenditures are incurred.

The collection of outstanding receivables from third-party payors, patients and other clients is Easter Seals NH's primary source of cash and is critical to its operating performance. The primary collection risks relate to uninsured accounts, including accounts for which the primary insurance carrier has paid the amounts covered by the applicable agreement, but individual responsibility amounts (deductibles and copayments) remain outstanding. Implicit price concessions relate primarily to amounts due directly from patients and other clients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical write-offs and expected net collections, business and economic conditions, trends in federal, state and private employer health care coverage and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections at facilities and programs that represent a majority of revenues and accounts receivable (the "hindsight analysis") as a primary source of information in estimating the collectability of accounts receivable. Management performs the hindsight analysis regularly, utilizing rolling accounts receivable collection and write-off data. Management believes its regular updates to the estimated implicit price concession amounts provides reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations. At August 31, 2021 and 2020, estimated implicit price concessions of \$1,079,600 and \$1,345,100, respectively, had been recorded as reductions to program and other accounts receivable balances to enable Easter Seals NH to record revenues and accounts receivable at the estimated amounts expected to be collected.

Unconditional contributions are recognized when pledged.

Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately \$6,850,000 and \$6,494,000 for the years ended August 31, 2021 and 2020, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)

Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals ME, Easter Seals VT and Farnum Center are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code, with the exception of certain federal taxes applicable to not-for-profit entities.

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with U.S. GAAP, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold, based upon the technical merits of the position.

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Estimates are used in accounting for explicit and implicit price concessions in revenue, workers' compensation liabilities and contingencies.

Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreement described in note 11. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreement (not the notional amount) in the event of nonperformance of the other party to the swap agreement. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2021, and 2020, Easter Seals NH had recognized a liability of \$2,238,251 and \$2,897,074, respectively, as a result of the interest rate swap agreements discussed in note 11. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized an increase in net assets of \$658,823 and a decrease in net assets of \$242,081 for the years ended August 31, 2021 and 2020, respectively, in the accompanying consolidated statements of activities and changes in net assets.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)

Increase (Decrease) in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase (decrease) in net assets from operations. The primary transactions reported as other non-operating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the change in the fair value of beneficial interest in trust held by others, gains and losses on sales and disposals of fixed assets, the contribution of assets from affiliation (see note 15) and net realized and unrealized gains and losses on investments.

Risks and Uncertainties

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. The COVID-19 outbreak could negatively impact, for some period of time, the overall economy as well as certain business segments. Investment markets have experienced increased volatility which may negatively affect the carrying value of Easter Seals NH's investments. The pandemic resulted in the temporary closure of some of Easter Seals NH's programs and reduction in size of other programs from March 2020 through August 2021. The State of New Hampshire has since eased restrictions and lifted certain limitations on capacity restrictions. While Easter Seals NH's revenues have experienced gradual improvement since 2020, uncertainty still exists as the future is unpredictable. Easter Seals NH's pandemic response plan continues to evolve as the pandemic unfolds. In response to the pandemic, Easter Seals NH did qualify for certain federal grant funding through the *Coronavirus Aid, Relief and Economic Security Act* (CARES Act) and CARES Act Provider Relief Funding totaling approximately \$10,500,000 for the time period of April 2020 through August 2021, of which approximately \$4,600,000 was passed through to employees that qualified for the additional payments under certain programs. Easter Seals NH also entered into a Payroll Protection Program loan in 2021 (see note 11). Easter Seals NH believes the extent of the COVID-19 pandemic's adverse impact on operating results and financial condition has been and will continue to be driven by various factors, most of which are beyond its control and ability to forecast. The primary factors include, but are not limited to, the scope and duration of business closures and restrictions. Because of this and other uncertainties, Easter Seals NH cannot estimate the length or severity of the impact of the pandemic on its operations.

Reclassifications

Certain reclassifications of amounts previously reported have been made to the accompanying consolidated financial statements to maintain consistency between periods presented. The reclassifications had no impact on previously reported total net assets.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)

Recent Accounting Pronouncements

In February 2016, the FASB issued Accounting Standards Update (ASU) No. 2016-02, *Leases* (Topic 842). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the consolidated financial statements, with certain practical expedients available. In July 2018, the FASB issued ASU 2018-10, *Codification Improvements to Topic 842, Leases*, which seeks to clarify ASU 2016-02 with respect to certain aspects of the update and ASU 2018-11, *Leases (Topic 842) – Targeted Improvements*, which provides transition relief on comparative reporting upon adoption of the ASU. The guidance is effective for Easter Seals NH on September 1, 2022, with early adoption permitted. Management is currently evaluating the impact of the pending adoption of ASU 2016-02 on Easter Seals NH's consolidated financial statements.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 was effective for Easter Seals NH on September 1, 2019 as the resource recipient and was effective on September 1, 2020 as the resource provider. Adoption of this standard as the resource recipient and resource provider did not result in a significant change in these consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820) – Disclosure Framework – Changes to the Disclosure Requirements for Fair Value Measurement*. The objective of this update is to improve the effectiveness of disclosures in the notes to the financial statements by facilitating clear communication of the information required by U.S. GAAP that is most important to users of each entity's financial statements. The amendments in this update modify certain disclosure requirements on fair value measurements in Topic 820, *Fair Value Measurement*. Easter Seals NH adopted ASU 2018-13 effective September 1, 2020 and the adoption of this standard did not have a significant impact on its consolidated financial statements.

In September 2020, the FASB issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires entities to present contributed nonfinancial assets as a separate line item in the statements of activities and disclose the amount of contributed nonfinancial assets recognized within the statements of activities by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for Easter Seals NH, beginning September 1, 2021. Easter Seals NH is currently evaluating the impact of the pending adoption of ASU 2020-07 on its consolidated financial statements however does not anticipate it will result in a significant change.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

2. Summary of Significant Accounting Policies (Continued)

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 14, 2021, the date these consolidated financial statements were available to be issued.

Effective November 13, 2021, Farnum Center will no longer provide certain residential treatments at its Franklin, New Hampshire location and Easter Seals VT will no longer offer military and veteran services in Vermont, including no longer conducting Veterans Count fundraising activities in Vermont. Additionally, Easter Seals NH concluded it will exit all operations and providing services in the state of Maine by December 31, 2021. Easter Seals NH estimates that discontinuing these programs will result in a decrease of revenue of approximately \$7 million in 2022. No impairment of long-lived assets associated with these programs is anticipated.

3. Classification of Net Assets

The following provides a description of the net asset classifications represented in the Easter Seals NH consolidated statements of financial position:

In accordance with *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Net assets with donor restrictions include contributions and endowment investment earnings subject to donor-imposed restrictions, as well as irrevocable trusts and contributions receivable. Some donor-imposed restrictions are temporary in nature with restrictions that are expected to be met either by actions of Easter Seals NH and/or the passage of time. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources are to be maintained in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as support without donor restrictions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

Revenues are reported as increases in net assets without donor restrictions unless use of the related assets is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulation or by law. Expirations of donor-imposed restrictions on net assets (i.e. the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as reclassifications between the applicable classes of net assets.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

3. Classification of Net Assets (Continued)Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds included in net assets with donor restrictions at August 31, 2021 and 2020 are as follows:

	Original Donor Restricted Gift Maintained in Perpetuity	Accumulated Investment Gains	Total
<u>2021</u>			
Other initiatives	\$1,437,096	\$227,759	\$1,664,855
Operations	<u>3,712,974</u>	<u>—</u>	<u>3,712,974</u>
Total endowment net assets	<u>\$5,150,070</u>	<u>\$227,759</u>	<u>\$5,377,829</u>
<u>2020</u>			
Other initiatives	\$1,419,771	\$148,385	\$1,568,156
Operations	<u>3,688,378</u>	<u>—</u>	<u>3,688,378</u>
Total endowment net assets	<u>\$5,108,149</u>	<u>\$148,385</u>	<u>\$5,256,534</u>

Changes in Endowment Net Assets

During the years ended August 31, 2021 and 2020, Easter Seals NH had the following endowment-related activities:

Net endowment assets, August 31, 2019	\$5,069,811
Investment return:	
Investment income, net of fees	36,927
Net appreciation (realized and unrealized), net	32,707
Contributions	119,806
Appropriated for expenditure	<u>(2,717)</u>
Net endowment assets, August 31, 2020	5,256,534
Investment return:	
Investment income, net of fees	105,151
Net appreciation (realized and unrealized), net	56,955
Contributions	41,921
Appropriated for expenditure	<u>(82,732)</u>
Net endowment assets, August 31, 2021	<u>\$5,377,829</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

3. Classification of Net Assets (Continued)

Net assets were released from donor restrictions as follows for the years ended August 31:

	<u>2021</u>	<u>2020</u>
Satisfaction of donor restrictions	\$754,895	\$752,323
Release of appropriated endowment funds	<u>82,732</u>	<u>2,717</u>
	<u>\$837,627</u>	<u>\$755,040</u>

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2021 and 2020 are as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total Non- Endowment Net Assets</u>
<u>2021</u>			
Other initiatives	\$ 3,348,849	\$516,330	\$ 3,865,179
Operations	<u>27,677,615</u>	<u>224,358</u>	<u>27,901,973</u>
Total non-endowment net assets	<u>\$31,026,464</u>	<u>\$740,688</u>	<u>\$31,767,152</u>
<u>2020</u>			
Other initiatives	\$ 2,558,302	\$604,502	\$ 3,162,804
Operations	<u>21,254,485</u>	<u>310,882</u>	<u>21,565,367</u>
Total non-endowment net assets	<u>\$23,812,787</u>	<u>\$915,384</u>	<u>\$24,728,171</u>

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in net assets with donor restrictions. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2021 or 2020.

Net assets with donor restrictions

Net assets with donor restrictions are available for the following purposes at August 31:

	<u>2021</u>	<u>2020</u>
Purpose restriction:		
Other initiatives	\$ 516,330	\$ 604,502
Operations	<u>83,514</u>	<u>166,867</u>
	599,844	771,369

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2021 and 2020

3. Classification of Net Assets (Continued)

	<u>2021</u>	<u>2020</u>
Perpetual in nature:		
Original donor restricted gift amount and amounts required to be maintained by donor	\$5,171,595	\$5,132,149
Investments, gains and income from which is donor restricted	227,759	148,385
Beneficial interest in perpetual trust	<u>119,319</u>	<u>120,015</u>
	<u>5,518,673</u>	<u>5,400,549</u>
Total net assets with donor restrictions	<u>\$6,118,517</u>	<u>\$6,171,918</u>

Net assets with donor restrictions are managed in accordance with donor intent and are invested in various portfolios.

Investment and Spending Policies

Easter Seals NH 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 Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five-year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2021 and 2020

4. Liquidity and Availability

Financial assets available for general expenditure, such as for operating expenses, and which are without donor or other restrictions limiting their use, within one year of the consolidated statements of financial position date (August 31, 2021), comprise the following:

Cash and cash equivalents	\$14,389,013
Short-term investments, at fair value	10,681,421
Program and other accounts receivable	8,593,338
Contributions receivable, net	<u>224,865</u>
	33,888,637
Investments, at fair value	<u>15,889,181</u>
	49,777,818
Less: net assets with donor restrictions	<u>6,118,517</u>
	<u>\$43,659,301</u>

To manage liquidity, Easter Seals NH maintains sufficient cash and cash equivalent balances to support daily operations throughout the year. Cash and cash equivalents include bank deposits, money market funds, and other similar vehicles that generate a return on cash and provide daily liquidity to Easter Seals NH. The management of Easter Seals NH has implemented a practice to establish cash reserves on hand that can be utilized at the discretion of management to help fund both operational needs and/or capital projects. As of August 31, 2021, and 2020, approximately \$10,177,000 and \$4,539,000, respectively, of cash and cash equivalents, and approximately \$10,681,000 and \$3,555,000, respectively, of investments were on-hand under this practice. At August 31, 2021 the cash reserve balances include \$10,000,000 in cash received through the Payroll Protection Program loan. See note 11 regarding forgiveness of this loan. Because such funds are available and may be used in current operations, they have been classified as current in the accompanying consolidated statements of financial position.

5. Contributions Receivable

Contributions receivable from donors as of August 31, 2021 and 2020 are \$236,642 and \$352,945, respectively, net of an allowance for doubtful accounts of \$27,931 and \$37,900, respectively. The long-term portion of contributions receivable are recorded in other assets in the accompanying consolidated statements of financial position. Gross contributions are due as follows at August 31, 2021:

2022	\$252,796
2023	3,397
2024	3,380
2025	2,000
2026	2,000
Thereafter	<u>1,000</u>
	<u>\$264,573</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

6. Revenues

Revenue by Easter Seals NH's core programs included in fees and tuition and grants consisted of the following:

	<u>Fees and Tuition</u>	<u>Grants</u>	<u>Total</u>
<u>2021</u>			
Residential and educational services	\$28,646,886	\$ 982,152	\$29,629,038
Community based services	2,190,706	20,537,778	22,728,484
Farnum Center	9,104,776	3,875,518	12,980,294
Family support services	7,150,066	352,915	7,502,981
Senior services	3,831,492	2,018,562	5,850,054
Transportation services	2,999,166	36,563	3,035,729
Outpatient and early support services	1,037,854	1,580,370	2,618,224
Children development services	1,922,827	587,504	2,510,331
Workforce development	2,111,411	5,831	2,117,242
Other programs	<u>1,025,577</u>	<u>3,119,181</u>	<u>4,144,758</u>
	<u>\$60,020,761</u>	<u>\$33,096,374</u>	<u>\$93,117,135</u>
<u>2020</u>			
Residential and educational services	\$27,664,586	\$ 1,450,202	\$29,114,788
Community based services	2,460,347	19,623,362	22,083,709
Farnum Center	11,736,621	2,350,671	14,087,292
Family support services	7,107,786	41,778	7,149,564
Senior services	4,203,679	1,628,049	5,831,728
Transportation services	2,848,237	35,182	2,883,419
Children development services	2,160,115	521,157	2,681,272
Outpatient and early support services	749,605	1,690,325	2,439,930
Workforce development	2,264,498	18,033	2,282,531
Other programs	<u>1,867,754</u>	<u>1,359,219</u>	<u>3,226,973</u>
	<u>\$63,063,228</u>	<u>\$28,717,978</u>	<u>\$91,781,206</u>

Revenues related to providing health services are recorded at the contracted rate for those that involved a third-party payor and less any implicit price concession. Substantially all such adjustments in 2021 and 2020 are related to Farnum Center. A breakdown of Farnum Center's revenue reflected in fees and tuition in 2021 and 2020 from major payor sources is as follows:

	<u>2021</u>	<u>2020</u>
Private payors (includes coinsurance and deductibles)	\$2,845,213	\$ 3,308,385
Medicaid	6,243,173	8,453,760
Medicare	38,368	50,161
Self-pay	<u>(21,978)</u>	<u>(75,685)</u>
	<u>\$9,104,776</u>	<u>\$11,736,621</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

7. LeasesOperating

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately \$1,145,000 and \$1,191,000 for the years ended August 31, 2021 and 2020, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2021, through the remaining contractual term of the underlying lease agreements, are as follows:

2022	\$ 1,052,625
2023	403,129
2024	165,219
2025	43,943
2026	<u>3,575</u>
Total	<u>\$ 1,668,491</u>

8. Fixed Assets

Fixed assets consist of the following at August 31:

	<u>2021</u>	<u>2020</u>
Buildings	\$ 34,233,240	\$ 32,308,605
Land and land improvements	4,565,183	4,261,724
Leasehold improvements	79,367	83,027
Office equipment and furniture	10,032,195	10,637,421
Vehicles	2,467,043	2,536,824
Construction in progress	<u>678,379</u>	<u>34,154</u>
	52,055,407	49,861,755
Less accumulated depreciation and amortization	<u>(22,155,606)</u>	<u>(21,399,037)</u>
	<u>\$ 29,899,801</u>	<u>\$ 28,462,718</u>

Depreciation and amortization expense related to fixed assets totaled \$1,992,894 and \$1,952,115 in 2021 and 2020, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2021 and 2020

9. Investments and Assets Limited as to Use

Investments and assets limited as to use, at fair value, are as follows at August 31:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 242,131	\$ 546,327
Marketable equity securities	2,239,468	1,744,518
Mutual funds	25,484,877	16,125,311
Corporate and foreign bonds	397,883	534,722
Government and agency securities	<u>564,182</u>	<u>609,572</u>
	28,928,541	19,560,450
Less: assets limited as to use	<u>(2,357,939)</u>	<u>(2,154,522)</u>
Total investments, at fair value	<u>\$26,570,602</u>	<u>\$17,405,928</u>

The composition of assets limited as to use totaling \$2,357,939 and \$2,154,522 at August 31, 2021 and 2020, respectively, are investments under a deferred compensation plan (see note 10) at fair value.

10. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Easter Seals NH makes a matching contribution for eligible employees equal to 100% of the participants' elective deferrals limited to 2% of the participants' allowable compensation each pay period. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$816,000 and \$694,000 for the years ended August 31, 2021 and 2020, respectively.

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately \$84,000 and \$95,500 to this plan during the years ended August 31, 2021 and 2020, respectively. The assets and liabilities associated with this plan were \$2,357,939 and \$2,154,522 at August 31, 2021 and 2020, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

11. Borrowings

Borrowings consist of the following at August 31:

	<u>2021</u>	<u>2020</u>
Revenue Bonds, Series 2016A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with an annual LIBOR-based variable rate equal to the sum of (a) 0.6501 times one-month LIBOR (which will be replaced with a benchmark rate in 2022), plus (b) 0.6501 times 2.45% (1.65% at August 31, 2021), due in annual principal payments increasing from \$47,083 to \$62,917 with a final payment of \$6,875,413 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	\$10,643,336	\$11,198,332
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.47%, annual principal payments continually increasing from \$17,430 to \$21,180 with a final payment of \$4,539,703 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	5,897,177	6,206,321
Various notes payable to a bank with fixed interest rate of 2.24%, various principal and interest payments ranging from \$150 to \$1,070 payable monthly through dates ranging from September 2021 through September 2025, secured by vehicles with a net book value of \$293,989 at August 31, 2021.	256,662	260,524
Mortgage note payable to a bank with a fixed rate of 3.25%. Principal and interest of \$12,200 payable monthly, due in February 2030, secured by an interest in certain property with a net book value of \$3,993,066 at August 31, 2021.	2,074,653	2,151,334
Note payable to the City of Rochester, New Hampshire, payable in annual payments of \$16,408, including interest at 3.35% and net of \$7,290 of principal and interest loan funding grant, through July 1, 2027, secured by an interest in certain property with a net book value of \$936,119 at August 31, 2021.	87,859	100,885
Notes payable to the State of New Hampshire, 0% interest, advance amount payable in full at date of maturity on November 30, 2020, if not forgiven.	-	1,140,000
Payroll Protection Program loan, 1% interest, advance amount payable in equal monthly payments of principal and interest commencing on the first business day after the end of the deferment period (July 31, 2022), due April 2026.	10,000,000	-
Note payable to NHHFA, 0% interest, repaid at the time of construction loan closing on the project or the project being determined infeasible by the Authority, in which case, the loan shall be forgiven, and no repayment expected.	45,000	-
Note payable to NHHFA, 0% interest, conditional repayment terms, based off surplus cash availability, due October 2031, secured by an interest in certain property with a net book value of \$767,433 at August 31, 2021.	531,486	-

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

11. Borrowings (Continued)

	<u>2021</u>	<u>2020</u>
Note payable to NHHFA, 0% interest, conditional repayment terms, based off surplus cash availability, due March 2040, secured by an interest in certain property with a net book value of \$523,250 at August 31, 2021.	\$ 492,448	\$ -
Note payable to the City of Manchester, New Hampshire, 0% interest, annual principal payable of \$4,518 on October 1 each year for 10 years through October 2026 can be forgiven if certain conditions are met, secured by an interest in certain property with a net book value of \$767,433 at August 31, 2021	<u>72,280</u>	<u>-</u>
	30,100,901	21,057,396
Less current portion	1,222,914	2,198,630
Less net unamortized bond issuance costs	<u>106,616</u>	<u>112,726</u>
	<u>\$28,771,371</u>	<u>\$18,746,040</u>

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2022	\$ 1,222,914
2023	3,645,114
2024	3,693,599
2025	3,733,141
2026	2,871,255
Thereafter	<u>14,934,878</u>
	<u>\$30,100,901</u>

Lines of Credit and Other Financing Arrangements

Easter Seals New Hampshire, Inc. has an agreement with a bank for a \$500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals New Hampshire on demand. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five-year term. Included in long-term debt are seventeen notes payable totaling \$256,662 and nineteen notes payable totaling \$260,524 at August 31, 2021 and 2020, respectively, that originated under this agreement. Availability under this agreement at August 31, 2021 and 2020 is \$243,338 and \$239,476, respectively.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

11. Borrowings (Continued)

On August 31, 2015, Easter Seals New Hampshire, Inc. entered into a revolving line of credit with a bank. On February 26, 2019, an amendment changed the borrowing availability from \$4 million to \$7 million (a portion of which is secured by available letters of credit of \$24,000). On July 16, 2020, an amendment changed the outstanding advances from due on demand to a firm maturity date of June 30, 2022 and the interest rate charged on outstanding borrowings was revised to be the one-month LIBOR rate (which will be replaced with a benchmark rate in 2022) plus 2.25% (2.34% at August 31, 2021). Under an event of default, the interest rate will increase from the one-month LIBOR rate plus 2.25% to the then applicable interest rate plus 5.00%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc. with guarantees from Easter Seals Vermont, Inc. and Farnum Center. The agreement requires that collective borrowings under the line of credit be reduced to \$1,000,000 for 30 consecutive days during each calendar year. There were no amounts outstanding under this revolving line of credit agreement at August 31, 2021 and 2020.

On July 16, 2020, Easter Seals New Hampshire, Inc. entered into a revolving line of credit with a bank with borrowing availability of up to \$4 million. Outstanding advances were due upon the expiration date on November 16, 2020, and the revolving line of credit was not renewed upon expiration. The interest rate charged on outstanding borrowings was the one-month LIBOR rate plus 2.25%. Under an event of default, the interest rate would increase from the one-month LIBOR rate plus 2.25% to the then applicable rate plus 5.00%. The line was secured by a first priority interest in the securities and income in a specified Easter Seals New Hampshire, Inc. bank account held with the bank. The agreement required an unused fee in the amount of 0.15% on the average daily principal amount of the unused portion.

NHHEFA 2016A and 2016B Revenue Bonds

On December 20, 2016, Easter Seals New Hampshire, Inc. issued \$13,015,000 in Series 2016A Tax Exempt Revenue Bonds. These bonds were used to refinance the Series 2004A Revenue Bonds.

Also, on December 20, 2016, Easter Seals New Hampshire, Inc. issued \$9,175,000 in Series 2016B Tax Exempt Revenue Bonds. The bonds were issued to refinance an existing mortgage and to obtain funds for certain planned capital projects.

Mortgage Notes Payable

On February 18, 2015, Easter Seals New Hampshire, Inc. and Farnum Center entered into a \$2,480,000 mortgage note payable to finance the acquisition of certain property located in Franklin, New Hampshire. The initial interest rate charged is fixed at 3.25%. Monthly principal and interest payments are \$12,200, and all remaining outstanding principal and interest is due on February 18, 2030. The note is secured by the property.

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility of the agreement that was made between The Way Home, Inc. (the Organization) and NHHFA dated October 11, 2001 that obtained federal funding through the HOME Investment Partnership Programs (see note 15). The funds were used for improvements on 214 Spruce St in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. As defined in accordance with the regulatory agreement that expires on October 11, 2031, repayment of the balance is conditional based on if surplus cash available exceeds 25%, until the project is sold or refinanced, or upon expiration of the regulatory agreement. So long as the Organization continues to comply with the terms of the loan to provide housing and related services to low income, nearly homeless families, the Organization will not be required to repay this loan or any interest. No payments were made in 2021. The note is secured by the property.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

11. Borrowings (Continued)

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement that was made between the Organization and NHHFA dated March 17, 2010. The funds were used for the acquisition, construction and permanent financing on 224 Spruce St in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. As defined in accordance with the regulatory agreement that expires on March 17, 2040, repayment of the balance is conditional based on if surplus cash available exceeds 50%, until the project is sold or refinanced, or upon expiration of the regulatory agreement. The note is secured by the property. No payments were made in 2021.

Notes Payable

Effective September 1, 2018, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement that was made between The Homemakers Health Services, Inc. and the City of Rochester, New Hampshire that obtained grants and other funding commitments to fund the costs associated with the design and construction of an extension of the City of Rochester, New Hampshire's public sewer mains to service the Organization's property in Rochester, New Hampshire. The costs associated with the extension of the sewer main were \$523,298, which was funded by grants of \$181,925 and a promissory note, payable to the City of Rochester, New Hampshire of \$341,373. The promissory note bears interest at 3.35% per annum. In addition, the City of Rochester, New Hampshire was approved for a loan funding grant in the amount of \$145,798, which consisted of the loan principal funding of \$105,018 and the loan interest funding of \$40,780. A net principal promissory note payable of \$236,355 was recorded with an issue date of July 1, 2017.

On June 25, 2020, Easter Seals New Hampshire, Inc. entered into a \$640,000 note payable with the State of New Hampshire Department of Health and Human Services COVID-19 Emergency Healthcare System Relief Fund (the Lender) to support critical services, costs of health care professionals and the purchase of personal protective equipment and cleaning/sanitization supplies due to the COVID-19 pandemic. At the Lender's discretion, this loan may be converted to a grant and forgiven. The Lender shall determine by November 30, 2020 whether it believes that any part of the funds being loaned should not be repaid in full. There is no interest paid to this note. In November 2020, a notification was received from the Lender that the full note amount was converted to a grant and forgiven.

On June 25, 2020, Farnum Center entered into a \$500,000 note payable with the State of New Hampshire Department of Health and Human Services COVID-19 Emergency Healthcare System Relief Fund (the Lender) to support critical services, costs of health care professionals and the purchase of personal protective equipment and cleaning/sanitization supplies due to the COVID-19 pandemic. At the Lender's discretion, this note may be converted to a grant and forgiven. The Lender shall determine by November 30, 2020 whether it believes that any part of the funds being loaned should not be repaid in full. There is no interest paid to this note. In October 2020, a notification was received from the Lender that the full note amount was converted to a grant and forgiven.

On October 14, 2020, Easter Seals New Hampshire, Inc. entered into agreement with NHHFA for a technical assistance loan in an amount not to exceed \$45,000 for the Rochester Supportive Housing Project (the project). The interest rate charged is fixed at 0.00%, and the loan shall be repaid at the time of construction loan closing on the project whether the project was financed with NHHFA funds or another funding source. Should the project not proceed to a closing, whether financed through NHHFA or another funding source, and the project be determined infeasible by NHHFA, then the loan shall be forgiven, and no repayment expected.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

11. Borrowings (Continued)

Effective July 1, 2021, Easter Seals New Hampshire, Inc. has assumed responsibility for the agreement dated July 1, 2016 that was made between the Organization and the City of Manchester through the Community Improvement Program. The funds were used for facility upgrades on 214 Spruce St in Manchester, New Hampshire. The interest rate charged is fixed at 0.00%. Annual principal payments of \$4,518 commencing October 1, 2017 can be forgiven through October 1, 2026 so long as the Organization can demonstrate the agreed-upon objectives have been achieved. The note is secured by the property.

Payroll Protection Program Loan

On April 16, 2021, Easter Seals NH entered into a promissory note for an unsecured loan in the amount of \$10,000,000 through the Paycheck Protection Program (PPP) established by the CARES Act and administered by the U.S. Small Business Administration (SBA). The PPP provides loans to qualifying businesses for amounts up to 2.5 times the average monthly payroll expenses of the qualifying business. The loan and accrued interest had original terms that were forgivable after the covered period as long as the borrower used the loan proceeds for eligible purposes, including payroll, benefits, rent, and utilities, and maintains its payroll levels. The amount of loan forgiveness would be reduced if the borrower terminated employees or reduced salaries during the period. The PPP loan was made for the purpose of securing funding for salaries and wages of employees that may have otherwise been displaced by the outbreak of COVID-19 and the resulting detrimental impact on Easter Seals NH's business.

Easter Seals NH intends to use the proceeds for purposes consistent with the PPP. While Easter Seals NH currently believes that its use of the loan proceeds will meet conditions for forgiveness of the loan, as of the date of issuance of these financial statements, there is no assurance that Easter Seals NH will not take actions that could cause Easter Seals NH to be ineligible for forgiveness of the loan, in whole or in part. Any unforgiven portion of the PPP loan bears interest at 1%, with a deferral of payments for the first ten months. Beginning February 16, 2022, principal and interest payments for any unforgiven portion of the PPP loan will be due monthly through April 16, 2026. The PPP loan may be prepaid at any time without penalty.

Easter Seals NH has accounted for the PPP loan in accordance with the FASB ASC Topic 470 and included the full \$10,000,000 within debt in the August 31, 2021 consolidated statement of financial position.

Interest Rate Swap Agreement

Easter Seals New Hampshire, Inc. has an interest rate swap agreement with a bank in connection with the Series 2004A NHHEFA Revenue Bonds. On December 1, 2016, an amendment to this agreement was executed in anticipation of the refinancing of the 2004A revenue bonds to change the interest rate charged from 3.54% to 3.62% and the floating rate from LIBOR times 0.67 to LIBOR times 0.6501. The swap agreement had an outstanding notional amount of \$10,643,336 and \$11,198,332 at August 31, 2021 and 2020, respectively, which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

11. Borrowings (Continued)

The fair value of the above interest rate swap agreement totaled \$2,238,251 and \$2,897,074 at August 31, 2021 and 2020, respectively, \$387,067 and \$389,577 of which was current at August 31, 2021 and 2020, respectively. During the years ended August 31, 2021 and 2020, net payments required by the agreement totaled \$391,075 and \$327,834, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 14 with respect to fair value determinations.

Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals New Hampshire, Inc. is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2021, Easter Seals New Hampshire, Inc. was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

12. Donated Services

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

13. Related Party Transactions

Easter Seals NH is a member of Easter Seals, Inc. Membership fees to Easter Seals, Inc. were \$105,185 and \$83,093 for the years ended August 31, 2021 and 2020, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

14. Fair Value of Financial Instruments

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

14. Fair Value of Financial Instruments (Continued)

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trust, investments and the interest rate swap, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third-party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2021 and 2020.

Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities and mutual funds that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain government and agency securities and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Beneficial Interest in Trust Held by Others

The beneficial interest in trust held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trust. The fair values of marketable equity securities, money market and mutual funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities and mutual funds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

Interest Rate Swap Agreement

The fair value for the interest rate swap liability is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

14. Fair Value of Financial Instruments (Continued)

At August 31, 2021 and 2020, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2021</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 242,131	\$ —	\$ —	\$ 242,131
Marketable equity securities:				
Large-cap	1,598,724	—	—	1,598,724
International	640,743	—	—	640,743
Mutual funds, open-ended:				
Short-term fixed income	12,415,237	—	—	12,415,237
Intermediate-term bond fund	3,051,709	—	—	3,051,709
High yield bond fund	86,611	—	—	86,611
Foreign bond	22,597	—	—	22,597
Government securities	165,842	—	—	165,842
Emerging markets bond	215,384	—	—	215,384
International equities	1,559,537	—	—	1,559,537
Domestic, large-cap	1,549,560	—	—	1,549,560
Domestic, small-cap	61,390	—	—	61,390
Domestic, multi alt	819,941	—	—	819,941
Real estate fund	220,075	—	—	220,075
Mutual funds, closed-ended:				
Domestic, large-cap	4,164,781	—	—	4,164,781
Domestic, mid-cap	465,969	—	—	465,969
Domestic, small-cap	686,244	—	—	686,244
Corporate and foreign bonds	—	397,883	—	397,883
Government and agency securities	—	564,183	—	564,183
	<u>\$27,966,475</u>	<u>\$ 962,066</u>	<u>\$ —</u>	<u>\$28,928,541</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 2,240	\$ —	\$ —	\$ 2,240
Marketable equity securities:				
Large-cap	88,345	—	—	88,345
Mutual funds:				
Domestic, fixed income	—	28,734	—	28,734
	<u>\$ 90,585</u>	<u>\$ 28,734</u>	<u>\$ —</u>	<u>\$ 119,319</u>
Liabilities:				
Interest rate swap agreement	<u>\$ —</u>	<u>\$ —</u>	<u>\$2,238,251</u>	<u>\$ 2,238,251</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

14. Fair Value of Financial Instruments (Continued)

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2020</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 546,327	\$ —	\$ —	\$ 546,327
Marketable equity securities:				
Large-cap	1,208,402	—	—	1,208,402
International	536,116	—	—	536,116
Mutual funds, open-ended:				
Short-term fixed income	5,026,296	—	—	5,026,296
Intermediate-term bond fund	1,947,550	—	—	1,947,550
High yield bond fund	74,999	—	—	74,999
Foreign bond	26,714	—	—	26,714
Government securities	242,220	—	—	242,220
Emerging markets bond	143,155	—	—	143,155
International equities	1,360,028	—	—	1,360,028
Domestic, large-cap	1,192,791	—	—	1,192,791
Domestic, small-cap	175,488	—	—	175,488
Domestic, multi alt	775,870	—	—	775,870
Real estate fund	167,649	—	—	167,649
Mutual funds, closed-ended:				
Domestic, large-cap	4,214,602	—	—	4,214,602
Domestic, mid-cap	326,214	—	—	326,214
Domestic, small-cap	451,735	—	—	451,735
Corporate and foreign bonds	—	534,722	—	534,722
Government and agency securities	—	<u>609,572</u>	—	<u>609,572</u>
	<u>\$18,416,156</u>	<u>\$1,144,294</u>	<u>\$ —</u>	<u>\$19,560,450</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 5,407	\$ —	\$ —	\$ 5,407
Marketable equity securities:				
Large-cap	87,109	—	—	87,109
Mutual funds:				
Domestic, fixed income	—	<u>27,499</u>	—	<u>27,499</u>
	<u>\$ 92,516</u>	<u>\$ 27,499</u>	<u>\$ —</u>	<u>\$ 120,015</u>
Liabilities:				
Interest rate swap agreement	<u>\$ —</u>	<u>\$ —</u>	<u>\$2,897,074</u>	<u>\$ 2,897,074</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2021 and 2020

14. Fair Value of Financial Instruments (Continued)

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 liabilities for the years ended August 31, 2021 and 2020:

	<u>Interest Rate Swap</u>
Ending balance, August 31, 2019	\$(2,654,993)
Change in fair value	<u>(242,081)</u>
Ending balance, August 31, 2020	(2,897,074)
Change in fair value	<u>658,823</u>
Ending balance, August 31, 2021	<u>\$(2,238,251)</u>

15. Acquisition of The Way Home

On October 28, 2020, Easter Seals NH began providing financial and operational management to The Way Home (the Organization). On July 1, 2021, Easter Seals NH acquired the Organization for no consideration. This affiliation was accounted for in accordance with generally accepted accounting principles guidance on acquisitions by a not-for-profit entity. Upon affiliation, the Organization became a program of Easter Seals NH. The financial position of the Organization, recorded at fair value upon affiliation as of July 1, 2021, was as follows:

Assets:	
Cash and cash equivalents	\$ 257,622
Restricted cash	107,791
Program and other accounts receivable	253,631
Prepaid expenses and other current assets	11,319
Other assets	252,995
Fixed assets	<u>1,307,228</u>
Total assets	2,190,586
Liabilities:	
Accrued expenses	(28,577)
Deferred revenue	(26,307)
Other liabilities	(336,916)
Long-term debt	<u>(1,096,214)</u>
Total liabilities	<u>(1,488,014)</u>
Contribution of net assets from acquisition	<u>\$ 702,572</u>

OTHER FINANCIAL INFORMATION

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2021

ASSETS

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$14,362,485	\$ 680	\$ 21,041	\$ 4,807	\$ —	\$14,389,013
Restricted cash	82,461	—	—	—	—	82,461
Short-term investments, at fair value	10,681,421	—	—	—	—	10,681,421
Accounts receivable from affiliates	—	8,293,852	564,017	—	(8,857,869)	—
Program and other accounts receivable	6,754,763	942,023	819,392	77,160	—	8,593,338
Contributions receivable, net	219,930	2,749	2,186	—	—	224,865
Prepaid expenses and other current assets	<u>600,915</u>	<u>12,252</u>	<u>12,684</u>	<u>7,851</u>	<u>—</u>	<u>633,702</u>
Total current assets	32,701,975	9,251,556	1,419,320	89,818	(8,857,869)	34,604,800
Assets limited as to use	2,357,939	—	—	—	—	2,357,939
Investments, at fair value	14,916,185	962,256	—	10,740	—	15,889,181
Other assets	378,877	—	—	—	—	378,877
Fixed assets, net	<u>19,285,292</u>	<u>10,536,119</u>	<u>74,328</u>	<u>4,062</u>	<u>—</u>	<u>29,899,801</u>
	<u>\$69,640,268</u>	<u>\$20,749,931</u>	<u>\$1,493,648</u>	<u>\$ 104,620</u>	<u>\$(8,857,869)</u>	<u>\$83,130,598</u>

LIABILITIES AND NET ASSETS

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current liabilities:						
Accounts payable	\$ 2,311,091	\$ 35	\$ 553	\$ 872	\$ -	\$ 2,312,551
Accrued expenses	6,596,298	298,467	20	350	-	6,895,135
Accounts payable to affiliates	4,872,222	-	-	3,985,647	(8,857,869)	-
Deferred revenue	990,620	851,279	5,792	14,892	-	1,862,583
Current portion of interest rate swap agreement	387,067	-	-	-	-	387,067
Current portion of long-term debt	<u>1,030,748</u>	<u>192,166</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,222,914</u>
Total current liabilities	16,188,046	1,341,947	6,365	4,001,761	(8,857,869)	12,680,250
Other liabilities	2,682,812	-	-	-	-	2,682,812
Interest rate swap agreement, less current portion	1,851,184	-	-	-	-	1,851,184
Long-term debt, less current portion, net	<u>22,615,261</u>	<u>6,156,110</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>28,771,371</u>
Total liabilities	43,337,303	7,498,057	6,365	4,001,761	(8,857,869)	45,985,617
Net assets (deficit):						
Without donor restrictions	20,884,644	12,641,512	1,401,174	(3,900,866)	-	31,026,464
With donor restrictions	<u>5,418,321</u>	<u>610,362</u>	<u>86,109</u>	<u>3,725</u>	<u>-</u>	<u>6,118,517</u>
Total net assets (deficit)	<u>26,302,965</u>	<u>13,251,874</u>	<u>1,487,283</u>	<u>(3,897,141)</u>	<u>-</u>	<u>37,144,981</u>
	<u>\$69,640,268</u>	<u>\$20,749,931</u>	<u>\$1,493,648</u>	<u>\$ 104,620</u>	<u>\$(8,857,869)</u>	<u>\$83,130,598</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

August 31, 2020

ASSETS

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$ 8,189,207	\$ 700	\$ 29,341	\$ 15,346	\$ —	\$ 8,234,594
Short-term investments, at fair value	3,555,005	—	—	—	—	3,555,005
Accounts receivable from affiliates	—	9,051,773	657,994	—	(9,709,767)	—
Program and other accounts receivable	6,637,661	1,668,821	641,953	97,745	—	9,046,180
Contributions receivable, net	290,139	14,590	10,061	15,155	—	329,945
Prepaid expenses and other current assets	<u>659,444</u>	<u>11,035</u>	<u>25,062</u>	<u>4,598</u>	<u>—</u>	<u>700,139</u>
Total current assets	19,331,456	10,746,919	1,364,411	132,844	(9,709,767)	21,865,863
Assets limited as to use	2,017,343	100,255	36,924	—	—	2,154,522
Investments, at fair value	12,983,929	858,209	—	8,785	—	13,850,923
Other assets	143,015	—	—	—	—	143,015
Fixed assets, net	<u>17,576,923</u>	<u>10,778,130</u>	<u>103,724</u>	<u>3,941</u>	<u>—</u>	<u>28,462,718</u>
	<u>\$2,052,666</u>	<u>\$22,483,513</u>	<u>\$1,505,059</u>	<u>\$ 145,570</u>	<u>\$(9,709,767)</u>	<u>\$66,477,041</u>

LIABILITIES AND NET ASSETS

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Current liabilities:						
Accounts payable	\$ 1,987,762	\$ 499	\$ 10,697	\$ 1,522	\$ -	\$ 2,000,480
Accrued expenses	6,352,379	797,915	5,237	405	-	7,155,936
Accounts payable to affiliates	5,725,629	-	-	3,984,138	(9,709,767)	-
Deferred revenue	702,945	577,636	11,754	47,319	-	1,339,654
Current portion of interest rate swap agreement	389,577	-	-	-	-	389,577
Current portion of long-term debt	<u>1,512,628</u>	<u>686,002</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,198,630</u>
Total current liabilities	16,670,920	2,062,052	27,688	4,033,384	(9,709,767)	13,084,277
Other liabilities	2,017,343	100,255	36,924	-	-	2,154,522
Interest rate swap agreement, less current portion	2,507,497	-	-	-	-	2,507,497
Long-term debt, less current portion, net	<u>12,400,482</u>	<u>6,345,558</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>18,746,040</u>
Total liabilities	33,596,242	8,507,865	64,612	4,033,384	(9,709,767)	36,492,336
Net assets (deficit):						
Without donor restrictions	12,948,855	13,317,071	1,434,675	(3,887,814)	-	23,812,787
With donor restrictions	<u>5,507,569</u>	<u>658,577</u>	<u>5,772</u>	<u>-</u>	<u>-</u>	<u>6,171,918</u>
Total net assets (deficit)	<u>18,456,424</u>	<u>13,975,648</u>	<u>1,440,447</u>	<u>(3,887,814)</u>	<u>-</u>	<u>29,984,705</u>
	<u>\$52,052,666</u>	<u>\$22,483,513</u>	<u>\$1,505,059</u>	<u>\$ 145,570</u>	<u>\$(9,709,767)</u>	<u>\$66,477,041</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended August 31, 2021

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 876,642	\$ 55,736	\$ 47,117	\$ 81,165	\$ —	\$ 1,060,660
Special events, net	1,216,723	40,522	91,639	31,092	—	1,379,976
Annual campaigns, net	436,622	6,079	12,125	1,463	—	456,289
Bequests	<u>4,091</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>4,091</u>
Total public support	2,534,078	102,337	150,881	113,720	—	2,901,016
Revenue:						
Fees and tuition	43,397,874	9,104,776	7,150,066	438,916	(70,871)	60,020,761
Grants	28,138,237	3,877,583	622,212	458,342	—	33,096,374
Dividend and interest income	607,365	26,794	1	240	—	634,400
Rental income	29,775	—	—	—	—	29,775
Intercompany revenue	2,171,005	—	—	—	(2,171,005)	—
Other	<u>538,083</u>	<u>—</u>	<u>11,412</u>	<u>51</u>	<u>—</u>	<u>549,546</u>
Total revenue	<u>74,882,339</u>	<u>13,009,153</u>	<u>7,783,691</u>	<u>897,549</u>	<u>(2,241,876)</u>	<u>94,330,856</u>
Total public support and revenue	77,416,417	13,111,490	7,934,572	1,011,269	(2,241,876)	97,231,872
Operating expenses:						
Program services:						
Public health education	40,035	—	1,212	1,211	—	42,458
Professional education	3,192	—	—	—	—	3,192
Direct services	<u>62,168,239</u>	<u>12,591,072</u>	<u>7,058,225</u>	<u>861,379</u>	<u>(82,939)</u>	<u>82,595,976</u>
Total program services	62,211,466	12,591,072	7,059,437	862,590	(82,939)	82,641,626

	<u>New Hampshire</u>	<u>Famum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Supporting services:						
Management and general	\$ 9,414,586	\$ 1,330,879	\$ 755,146	\$ 85,846	\$(2,158,937)	\$ 9,427,520
Fundraising	<u>1,084,072</u>	<u>18,207</u>	<u>73,153</u>	<u>74,124</u>	<u>—</u>	<u>1,249,556</u>
Total supporting services	<u>10,498,658</u>	<u>1,349,086</u>	<u>828,299</u>	<u>159,970</u>	<u>(2,158,937)</u>	<u>10,677,076</u>
Total functional expenses	72,710,124	13,940,158	7,887,736	1,022,560	(2,241,876)	93,318,702
Support of National programs	<u>105,185</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>105,185</u>
Total operating expenses	<u>72,815,309</u>	<u>13,940,158</u>	<u>7,887,736</u>	<u>1,022,560</u>	<u>(2,241,876)</u>	<u>93,423,887</u>
Increase (decrease) in net assets from operations	4,601,108	(828,668)	46,836	(11,291)	—	3,807,985
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swap	658,823	—	—	—	—	658,823
Net unrealized and realized gains on investments, net	1,919,950	110,636	—	1,964	—	2,032,550
Decrease in fair value of beneficial interest in trust held by others	(696)	—	—	—	—	(696)
Contribution of net assets from acquisition	702,572	—	—	—	—	702,572
Other non-operating losses	<u>(35,216)</u>	<u>(5,742)</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>(40,958)</u>
	<u>3,245,433</u>	<u>104,894</u>	<u>—</u>	<u>1,964</u>	<u>—</u>	<u>3,352,291</u>
Total increase (decrease) in net assets	7,846,541	(723,774)	46,836	(9,327)	—	7,160,276
Net assets (deficit) at beginning of year	<u>18,456,424</u>	<u>13,975,648</u>	<u>1,440,447</u>	<u>(3,887,814)</u>	<u>—</u>	<u>29,984,705</u>
Net assets (deficit) at end of year	<u>\$26,302,965</u>	<u>\$13,251,874</u>	<u>\$1,487,283</u>	<u>\$(3,897,141)</u>	<u>\$—</u>	<u>\$37,144,981</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES
CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
Year Ended August 31, 2020

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 1,015,569	\$ 67,583	\$ 28,592	\$ 84,485	\$ (210)	\$ 1,196,019
Special events, net	796,223	58,700	(11,698)	14,844	-	858,069
Annual campaigns, net	386,951	8,828	19,394	16,962	-	432,135
Bequests	<u>221,908</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>221,908</u>
Total public support	2,420,651	135,111	36,288	116,291	(210)	2,708,131
Revenue:						
Fees and tuition	43,836,114	11,736,621	7,107,786	421,013	(38,306)	63,063,228
Grants	25,622,352	2,380,105	270,533	444,988	-	28,717,978
Dividend and interest income	564,099	34,199	2	152	-	598,452
Rental income	34,045	-	-	-	-	34,045
Intercompany revenue	2,077,046	-	-	-	(2,077,046)	-
Other	<u>511,743</u>	<u>1,940</u>	<u>11,684</u>	<u>-</u>	<u>(617)</u>	<u>524,750</u>
Total revenue	<u>72,645,399</u>	<u>14,152,865</u>	<u>7,390,005</u>	<u>866,153</u>	<u>(2,115,969)</u>	<u>92,938,453</u>
Total public support and revenue	75,066,050	14,287,976	7,426,293	982,444	(2,116,179)	95,646,584
Operating expenses:						
Program services:						
Public health education	116,006	157	5,066	7,865	-	129,094
Professional education	10,963	-	-	-	-	10,963
Direct services	<u>63,292,213</u>	<u>13,461,550</u>	<u>6,903,698</u>	<u>871,794</u>	<u>(68,882)</u>	<u>84,460,373</u>
Total program services	63,419,182	13,461,707	6,908,764	879,659	(68,882)	84,600,430

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Supporting services:						
Management and general	\$ 8,786,396	\$ 1,308,533	\$ 659,497	\$ 94,875	\$ (2,047,297)	\$ 8,802,004
Fundraising	<u>731,676</u>	<u>12,237</u>	<u>80,874</u>	<u>66,695</u>	<u>—</u>	<u>891,482</u>
Total supporting services	<u>9,518,072</u>	<u>1,320,770</u>	<u>740,371</u>	<u>161,570</u>	<u>(2,047,297)</u>	<u>9,693,486</u>
Total functional expenses	72,937,254	14,782,477	7,649,135	1,041,229	(2,116,179)	94,293,916
Support of National programs	<u>83,093</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>83,093</u>
Total operating expenses	<u>73,020,347</u>	<u>14,782,477</u>	<u>7,649,135</u>	<u>1,041,229</u>	<u>(2,116,179)</u>	<u>94,377,009</u>
Increase (decrease) in net assets from operations	2,045,703	(494,501)	(222,842)	(58,785)	—	1,269,575
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swaps	(242,081)	—	—	—	—	(242,081)
Net unrealized and realized gains on investments, net	745,394	60,243	—	253	—	805,890
Increase in fair value of beneficial interest in trust held by others	21,320	—	—	—	—	21,320
Other non-operating gains	<u>2,732</u>	<u>—</u>	<u>—</u>	<u>(1,230)</u>	<u>—</u>	<u>1,502</u>
	<u>527,365</u>	<u>60,243</u>	<u>—</u>	<u>(977)</u>	<u>—</u>	<u>586,631</u>
Total increase (decrease) in net assets	2,573,068	(434,258)	(222,842)	(59,762)	—	1,856,206
Net assets (deficit) at beginning of year	<u>15,883,356</u>	<u>14,409,906</u>	<u>1,663,289</u>	<u>(3,828,052)</u>	<u>—</u>	<u>28,128,499</u>
Net assets (deficit) at end of year	<u>\$18,456,424</u>	<u>\$13,975,648</u>	<u>\$1,440,447</u>	<u>\$(3,887,814)</u>	<u>\$—</u>	<u>\$29,984,705</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2021

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Salaries and related expenses	\$54,463,022	\$ 9,581,703	\$6,411,920	\$ 646,210	\$ —	\$71,102,855
Professional fees	9,182,159	2,141,444	829,028	143,557	(2,171,005)	10,125,183
Supplies	1,476,716	650,916	29,933	3,295	—	2,160,860
Telephone	513,556	96,374	77,986	11,901	—	699,817
Postage and shipping	44,122	1,252	6,284	1,026	—	52,684
Occupancy	1,865,409	591,596	303,110	37,907	—	2,798,022
Outside printing, artwork and media	15,847	—	3,648	1,504	—	20,999
Travel	1,086,342	53,597	136,785	18,620	(44,559)	1,250,785
Conventions and meetings	57,117	17,992	2,288	404	—	77,801
Specific assistance to individuals	1,217,642	11,114	23,172	153,947	(26,312)	1,379,563
Dues and subscriptions	29,689	12,859	28	550	—	43,126
Minor equipment purchases and equipment rentals	283,256	30,576	2,110	866	—	316,808
Ads, fees and miscellaneous	344,507	21,702	21,555	542	—	388,306
Interest	685,065	223,934	—	—	—	908,999
Depreciation and amortization	<u>1,445,675</u>	<u>505,099</u>	<u>39,889</u>	<u>2,231</u>	<u>—</u>	<u>1,992,894</u>
	<u>\$72,710,124</u>	<u>\$13,940,158</u>	<u>\$7,887,736</u>	<u>\$1,022,560</u>	<u>\$ (2,241,876)</u>	<u>\$93,318,702</u>

EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES

Year Ended August 31, 2020

	<u>New Hampshire</u>	<u>Farnum Center</u>	<u>Vermont</u>	<u>Maine</u>	<u>Elimin- ations</u>	<u>Total</u>
Salaries and related expenses	\$56,079,004	\$ 9,840,481	\$6,214,397	\$ 652,361	\$ —	\$72,786,243
Professional fees	8,151,730	2,234,990	747,611	135,384	(2,077,663)	9,192,052
Supplies	1,507,517	789,733	30,386	5,252	—	2,332,888
Telephone	509,391	92,915	64,461	13,685	—	680,452
Postage and shipping	45,285	2,092	4,995	1,163	—	53,535
Occupancy	1,756,763	664,349	300,734	43,235	—	2,765,081
Outside printing, artwork and media	43,369	1,087	5,241	2,099	—	51,796
Travel	1,305,006	61,687	190,480	19,971	(38,306)	1,538,838
Conventions and meetings	143,658	40,616	14,775	2,327	(210)	201,166
Specific assistance to individuals	761,474	26,452	15,114	159,522	—	962,562
Dues and subscriptions	24,928	8,593	200	—	—	33,721
Minor equipment purchases and equipment rentals	256,512	42,237	4,889	3,741	—	307,379
Ads, fees and miscellaneous	254,998	257,771	18,862	1,629	—	533,260
Interest	705,741	230,777	—	—	—	936,518
Depreciation and amortization	1,416,670	495,765	37,081	2,599	—	1,952,115
Miscellaneous business tax	<u>(24,792)</u>	<u>(7,068)</u>	<u>(91)</u>	<u>(1,739)</u>	<u>—</u>	<u>(33,690)</u>
	<u>\$72,937,254</u>	<u>\$14,782,477</u>	<u>\$7,649,135</u>	<u>\$1,041,229</u>	<u>\$ (2,116,179)</u>	<u>\$94,293,916</u>



NH, VT & Farnum

Chairman

Andrew MacWilliam

Past Chairman

Matthew Boucher

Vice Chairman

Thomas Sullivan

Treasurer

Bryan Bouchard

Assistant Treasurer

Paul Voegelin

Secretary

Mary Flowers

General Counsel & Assistant Secretary

Bradford Cook (non-voting)

2022 Board of Directors

Trevor Arp

Gregory Baxter, MD

Tom Bullock

Rick Courtemanche

Eddie Edwards

Charles Goodwin

Elizabeth Hitchcock

William Lambrukos

Lucy Lange

Bob Litterst

Charles Panasis

Tracey Pelton

Richard Rawlings

Linda Roth

Sanjeev Srinivasan

Rob Wiczorek

MAUREEN ANN BEAUREGARD
President & CEO
Easterseals New Hampshire, Inc.



EDUCATION: B.S. University of New Hampshire

PROFESSIONAL EXPERIENCE:

- 2019 – Present** **Easterseals New Hampshire, Inc., Manchester, NH**
<https://www.eastersealsnh.org/>
President/CEO

- 1991 – 2019** **Families in Transition – New Horizons, Manchester, NH**
<https://www.fitnh.org/>
President (2018-2019)
President and Founder (1991-2017)

- 1987 – 1991** **State of New Hampshire, Division for Children and Youth Services, Portsmouth, NH**
<https://www.dhhs.nh.gov/dcyf/>
Child Protective Service Worker II

Maureen Ann Beauregard

Professional Expertise

Visionary/Tenacious	Strong Financial Acumen
Strategic Planning	Entrepreneur/Builder
Community Relationships	Experienced Communicator
Organizational Capacity Building	Team Building & Leadership

Professional Experience

November 1991 – ²⁰¹⁹ Present Families in Transition

January 2018 – ²⁰¹⁹ Present
President, Families in Transition – New Horizons Manchester NH

Key Accomplishments

- Merged Families in Transition with the State's largest shelter and food pantry.
- Successfully led board strategy for combined organization.
- Developed and led public awareness and acceptance of combined organization.
- Merger resulted in being the State's largest organization in the provision of shelter, housing, food and services for homeless families and individuals.

December 2017 – June 2018
Receiver of Serenity Place Manchester, NH

Key Accomplishments

- Successfully navigated complex negotiations with the dissolution and replacement of critical substance use disorder program with the NH Charitable Trust office.
- Brought together key political leaders, businesses and NH's not-for-profit sector.

November 1991 – December 2017
President & Founder Manchester, NH

Key Accomplishments:

- Began as a program providing housing and services to 5 women and their children.
- Currently, providing housing to 1,328 families and individuals and 138,000 meals annually.
- Developed housing and services programs in four geographic regions: Manchester, Concord, and Dover & Wolfeboro.
- Developed \$38M in Assets and a \$14M Annual Budget. Facilities developed with alternative financing structures that include varied layering structures resulting in affordability for the organization and those it serves.

Contact



Community Service

- NH Charitable Foundation – Member Board of Directors, Current
- NH Interagency Council to End Homelessness – Past Chairperson Board of Directors, 2015
- Leadership New Hampshire, 2010
- Housing Action New Hampshire – Past Council Member, 2009
- Greater Manchester Chamber of Commerce – Past Member Board of Directors, 2009

Awards and Honors

- Greater Manchester Chamber of Commerce's Citizen of the Year, 2018
- Southern New Hampshire University Loeffler Award, 2018
- University of New Hampshire Granite State Award, 2018
- Business NH Magazine's Nonprofit of the Year, 2013

- Personally Authored and awarded +\$20M in HUD funding from 1995 – 2008.
- Developed 272 housing units and 199 shelter beds.
- Specialty Programs developed:
 1. Willows Substance Use Treatment Center – Outpatient and Intensive Outpatient services. Use of 3rd party insurance and state billing. Negotiations with State of NH.
 2. Two Transitional Living Programs, one for men and one for women. Use of 3rd party insurance and state billing. Negotiations with the State of NH.
 3. Recovery Housing - Safe housing for Moms with Children who are recovering from substance use disorder. Negotiated with State of NH.
 4. Open Doors – In-home substance use disorder services for parent(s) and therapeutic services for children.
 5. Connections to Recovery – 4 Geographic area outreach to homeless with substance use disorder. SAMSHA \$1.5M.
- Acquired Organizations Include:
 1. Manchester Emergency Housing, 2012. Developed and expanded new family shelter that also includes a Resource Center in 2015.
 2. New Hampshire Coalition to End Homelessness, 2014. Elevated organization as a leader in advocacy, research and training on behalf of homeless families and individuals.
- Organization developed to assist Families in Transition – New Horizons with double bottom line of assisting with financial sustainability and deeper mission impact include:
 1. Housing Benefits, 2009. A not for profit organization and federally designated Community Housing Development Organization that is prioritized in receiving 10% of federal funds for housing related activities. Acts as the property management company and housing development arm of Families in Transition – New Horizons. Both the property management and developer fees assist with the organization's sustainability.
 2. OutFITTERs Thrift Store, 2003. An LLC entrepreneurial business venture that provides profits and management fees to provide unrestricted resources for Families in Transition's mission. Assists in the sustainability of the organization and is the entry point for in-kind donors who become volunteers and eventually provide financial support the organization through financial donations.
 3. Wilson Street Condo Association, 2018. Development of housing and commercial real estate, \$3.9M. A project that houses a collaborative effort amongst four not-for profit organizations with a focus on a substance use disorder. Provides property management and developer fees to assist

- New Hampshire Business Review's Outstanding Women in Business 2011
- Key to the City of Manchester by Mayor Robert Baines, 2005
- National Association of Social Workers Citizen of the Year 2005
- NH Business Review's Business Excellence Award 2004
- Walter J. Dunfee Award for Excellence in Management Organizational Award 2004
- NH Commission on the Status of Women – Women's Recognition Award 2003
- New Hampshire Housing Finance Authority Best Practices in Housing Development 2003

In organization's sustainability.

4. Antoinette Hill Condo Association, 2019. Purchase of housing units, \$1.6M. Provides property management and developer fees to assist in organization's sustainability.
5. Hope House, 2018. With a majority of gifts from two individuals, developed and implemented first shelter for families in the lakes region. The facility includes a commercial rental component of cell antennae and business rental income utilized to assist with the organizations sustainability.

November 1987 – March 1991

Child Protective Service Worker II

Portsmouth, NH

State of New Hampshire, Division for Children and Youth Services

Professional Expertise

Bachelor of Science University of New Hampshire, 1987

Masters of Arts Community Development Policy and Practice, University of New Hampshire, Student, 2019

References

Available Upon Request

Tina M. Sharby, PHR
Easter Seals New Hampshire, Inc.



Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

Areas of expertise include:

Strong analytical and organizational skills
Ability to manage multiple tasks simultaneously
Employment Law and Regulation Compliance
Strategic management, mergers and acquisitions

Problem solving and complaint resolution
Policy development and implementation
Compensation and benefits administration

PROFESSIONAL EXPERIENCE

Chief Human Resources Officer 2012-Present

Senior Vice President Human Resources
Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center
1998-2012

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for-profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

Human Resources Director
Moore Center Services, Inc., Manchester, NH
1986-1998

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

EDUCATION

Bachelor of Science Degree, Keene State College, 1986
Minor in Human Resources and Safety Management
MS Organizational Leadership, Southern NH University (in process)

ORGANIZATIONS

Manchester Area Human Resource Association
Diversity Chair 2010
Society for Human Resource Management
BIA Human Resources
Health Care & Workforce Development Committee 2009, 2010

JOSEPH T. EMMONS

Easterseals NH ♦

♦ Manchester, NH 03103 ♦

♦ jtemmons@eastersealsnh.org

WORK EXPERIENCE

Easterseals NH

Sr. Vice President of Development

Sept. 2017 - present

Manage day to day operations of Easterseals Development and Communications office (14 person staff in NH, ME and VT)

- Analyze information compiled by Development Coordinators and Managers regarding current donors and prospects to identify major gift prospects and extend the number of targeted prospects by making personal visits.
- Assist other staff and volunteers in developing strategy and contacts for those donors and prospects for which others may have a primary contact.
- Work with the Accounting Department to develop a comprehensive gift policy and procedure guideline.
- Work with Board to enhance relationships and create greater fundraising and outreach possibilities.
- Hiring and supervision of grant, development and events staff.
- Develop and manage budgets relating to special events and grants as well as oversee cash management at the events.
- Develop long-term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, and logistics.
- Organize, coordinate and supervise volunteers at special events.
- Oversee database manager who is responsible for the creation and management of potential participants and companies for events and provide reports as required.
- Work with and coordinate the activities of the National and Regional Corporate Sponsors to maintain a friendly and cooperative relationship, acquaint them with Easterseals' programs and services and advise and assist them in their fundraising activities.

Senior Director of Development

Nov. 2014 – Sept. 2017

Manage day-to-day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College.

- Work with chapter members to enhance relationships and create greater fundraising and outreach possibilities.
- Develop and manage budgets relating to special events as well as oversee cash management at the events.
- Develop long term strategies for cultivation of new donors.
- Assist in strategic departmental planning in conjunction with the Vice President of Development and the development staff.
- Plan, implement, promote and evaluate assigned public relations, events or activities and other fundraising vehicles conducted by and for the Agency.
- Manage all aspects of special events, including recruitment, retention, logistics and new program development.
- Organize, coordinate and supervise volunteers at special events.
- Create and manage database of potential participants and companies for events and provide reports as required.

Saint Anselm College, Manchester, NH

Executive Director, Development and Advancement Services

Oct. 2013 – Nov. 2014

Manage day to day operations of annual giving (4 staff members) and advancement services (6 staff members) for Saint Anselm College

- Supervision of annual giving, stewardship, research and advancement services teams in College Advancement
- Oversee and implement all direct mail, e-mail and social media communication – including content, segmentation, timing, etc. – resulting in a 3.7 million dollars raised in annual giving for fiscal year 2014
- Manage all gift entry and database coordination
- Supervise campaign communications and stewardship programs - developing a stewardship plan resulting in 95% of donors receiving donor stewardship packages
- Act as liaison between College Advancement and Athletics resulting in increased athletic participation and dollars raised each of the last 3 years
- Provide and report on fundraising financials to Trustees

Director, Annual Giving

December 2010 – October 2013

Manage \$3 million annual giving program for Saint Anselm College

- Supervision of five person annual giving staff
- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly ranging from \$1,000 to \$10,000
- Established new reunion giving program and young alumni giving program
- Increased alumni participation from 17% in 2010 to 21% projected in 2013
- Create and implement annual appeal schedule and mailings

Associate Director, Annual Giving

July 2009 – December 2010

Support, implement and enhance the Saint Anselm Fund

- Engage and personally solicit annual fund gifts from 100 – 120 alumni yearly
- Create annual fund marketing pieces and solicitation letters for fundraising purposes
- Manage and support Reunion Giving programs for 4-5 classes yearly
- Support Office of Alumni Relations at college programs and events

Assistant Director, Annual Giving/ Director, Saint Anselm Phone-a-thon

June 2005 – June 2009

Support and enhance the Saint Anselm Fund as well as being responsible for all day-to-day activities of Saint Anselm College Phone-a-thon program

- Lead and facilitated Senior Class Gift Program, increasing student participation three consecutive years
- Manage and supervised staff of 60-65 students in requesting donations from all college alumni
- Implemented a new training program for all callers resulting in higher overall alumni participation
- Assisted the Manager of Advancement Services in creating a new database to streamline the input and updating of alumni records
- Increased dollars raised by the phone-a-thon from \$95,000 to \$170,000

Assistant Director, Alumni Relations

September 2004 – June 2005

Work with Vice President of Alumni Relations in planning, implementation and follow-up on all college events

- Created and designed invitations and brochures for college alumni events
- Recruited and managed volunteers to work various college events including Reunion Weekend, Homecoming, and others
- Effectively responded to and communicated with alumni regarding general alumni inquiries

SnapDragon Associates, Bedford, NH

Recruiter

April 2004 – September 2004

Worked with the President and Vice President of company in all day-to-day activities of the company

- Contacted possible clients (businesses) to provide recruiting services resulting in 2-3 new leads per week
- Searched for, contacted and interviewed top quality professionals for client positions

EDUCATION

Masters in Business Administration

January 2008

Southern New Hampshire University, Manchester, NH

Bachelor of Arts in Business

May 2004

Saint Anselm College, Manchester, NH

OTHER RELATED EXPERIENCE

Moore Center Services Development Board

Sept. 2010 – Sept. 2016

Diocesan School Board – New Hampshire

June 2014 – present

Goffstown Junior Baseball Board

January 2016 - present

Claire H. Gagnon, CPA



Experience

Easterseals New Hampshire

Manchester, NH

Senior Vice President/Controller

June 2007 – Current

- Supervise Senior level Accounting and Payroll staff and departments.
- Manage all accounting functions while ensuring the practice of net asset accounting in a multi-corporate multi-state growing environment.
- Serve as a member of the Senior Management team and participate in strategic planning for the organization.
- Serve as the management liaison to the board and audit committees, assisting the CFO as needed; effectively communicate and present critical financial matters at select board of trustees and committee meetings.
- Establish systems to ensure compliance with the requirements of: GAAP, Circular A-133, Federal and State agencies.
- Oversee preparation of all internal financial reporting to ensure accuracy, timeliness, and relevance.
- Oversee budget planning process, projections and variance analysis.
- Ensure the preparation of all required external reports for all entities ie; IRS form 990's.
- Oversee grants reporting functions.
- Oversee internal controls to include checks and balances, system testing, and procedure documentation and compliance with GAAP and other applicable standards.
- Oversee cash management system to include daily short-term investing and borrowing and cash flow forecasts.
- Perform financial analysis to include assessments for new projects and program initiatives.
- Explore and implement best practices and bench marking tools for related business functions.

ShootingStar Broadcasting of NE, LLC

Derry, NH

Director of Finance

September 2005 – February 2007

- Manage monthly financial statements and General Ledger Closing process. Includes reporting to outside sources; i.e., lenders and investors.
- Manage accounting staff and all aspects of accounting and business office.
- Prepare and/or review cash activity reports used in cash management on a weekly basis.
- Prepare departmental budgets and forecasts. Revise forecasts quarterly to monitor station's financial position.
- Manage Human Resource function for up to 60 employees, including managing union contractual obligations.
- Supervise credit and collection procedures for accounts receivable.
- Manage insurance and other vendor-related issues. Successfully replaced both employee benefits provider as well as 401(k) administrators.
- Manage FCC compliance requirements.
- Manage barter activity and activity reporting.

Claire H. Gagnon, CPA

Page 2

Daniel Webster Council, Boy Scouts of America, Inc.

Manchester, NH

Controller

1997 – September 2005

- Produce all monthly financial reports and monitor Council's financial position.
- Plan, develop and monitor the annual budget.
- Prepare all financial schedules for annual audit and assist with necessary tax filings.
- Participate and advise on the Investment Committee of the Council as well as prepare reports on a quarterly basis summarizing the activity in the \$13M endowment.
- Member of Management Team which is responsible for the administration of policies and procedures of the corporation.
- Prepare all payroll returns and year-end reports.
- Manage accounting staff and oversee accounts payables and receivables.
- Administer benefit programs including but not limited to 403(b) and insurance programs for over 40 employees.
- Serve Council in other capacities on various committees with business leaders in the community.

Lynne M. Hudson, PC

Andover, MA

Manager

1994 – 1997

- Supervise Audit, Reviews and Compilations.
- Prepare and review corporate, personal, fiduciary and payroll tax returns.
- Perform year-end inventory audits on Manufacturing companies.
- Serve as liaison for audits between IRS and Business, as well as personal clients.
- Perform year-end tax projections, tax planning and Management Advisory Services.
- Hire, train, Staff Development and Performance reviews.

Creelman & Smith

Boston, MA

Senior Accountant

1992 – 1994

- Preparation of Corporate, Personal and Non-Profit tax returns.

Smith Batchelder & Rugg

Manchester, NH

Senior Accountant

1988 - 1992

- Preparation of Corporate, Personal and Non-Profit tax returns.
- Staff auditor for various companies including financial, service and manufacturing industries.

Volunteer

Board Treasurer, New Hampshire Legal Assistance

Member 100 Women Who Care

Tax Preparer AARP

Graduate Leadership Greater Manchester 2019

2014-2018

Education

Plymouth State College, B.S. Accounting, May 1987

CPA Certified 1991

Granite State College, Leadership Academy, September 2015

LISABRITT SOLSKY, JD, CHIE

Trusted public sector executive leader specializing in healthcare, equity and the intersectional holistic health needs of individuals and families. Expertise in program design, implementation, and oversight. Recognized for process improvement and operational effectiveness within financially constrained enterprises. Data-driven decision maker skilled in relationship building. Valued for building dynamic and loyal teams that achieve superior, collaborative results for constituencies. Best suited for mission driven organizations.

EXPERTISE

- Strong New Hampshire public sector relationships
- Organizational strategy
- Policy development
- Government regulation & compliance
- Managed Care Operations
- Deep Medicaid service, eligibility and finance knowledge
- Government affairs
- State budgeting

EXPERIENCE

JUNE 2020-PRESENT

VICE PRESIDENT OF STRATEGY AND CORPORATE DEVELOPMENT, GRANITE STATE INDEPENDENT LIVING

Reporting to the CEO and responsible for creating multi-faceted roadmap for non-profit modernity and sustainability at the state's only Center for Independent Living that provides comprehensive services to individuals who experience disability. Portfolio includes strategic business development, advocacy, fundraising, events, donor management and communications. ACCOMPLISHMENTS: Procured multiple grants in first several months of tenure totaling \$100k; Oversaw acquisition of new business enterprise; Managed 2 website overhauls and redesigns; Supported other departments in collecting, analyzing and using data to drive decisions; Secured place in Business Development Learning Collaborative through NCIL; Wrote corporate COVID-19 policy; Assumed responsibility for corporate weekly newsletter making it a relevant, informative source of information and corporate communication.

MARCH 2015 – SEPTEMBER 2019

EXECUTIVE DIRECTOR, WELL SENSE HEALTH PLAN

Reporting to the CEO, this role is the most senior position on the ground, leading day-to-day operations of the state's largest and only not-for-profit Medicaid managed care organization. Maintained corporate relationships with government, regulators, thought leaders, legislators, community organizations, vendors and healthcare providers and systems. Set and implemented health plan strategy consistent with corporate financial and performance goals. Served on corporate executive team with chiefs. Led office of 65 employees across clinical, provider, operations, compliance and customer care domains.

ACCOMPLISHMENTS: Co-led successful drafting and submission of bid for second five-year, \$400M contract; established strategic partnerships with Families In Transition/New Horizons; advised legislative commission that reauthorized Medicaid adult expansion; rated a Best

Company to Work For by Business NH Magazine 2017 and 2018, and number one female led not-for-profit by Business NH Magazine 2016.

MARCH 2000 – FEBRUARY 2015

DEPUTY MEDICAID DIRECTOR, NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES

Served for seven years as **Deputy Medicaid Director** managing a portfolio that included managed care operations, data & analytics, health planning & research, State Plan & policy, government affairs, provider relations, member services and Children's Health Insurance Program (CHIP). Led team of 8-9 direct reports and supported Medicaid Director and Commissioner.

For eight years prior, served as **General Counsel and Administrator** in Division of Family Assistance, Estate Recovery, Office of Reimbursements and Administrative Rules Unit, providing policy support for programs of public assistance, managing an active probate and trust practice, and overseeing adoption of all departmental regulations.

ACCOMPLISHMENTS: successfully transformed the CHIP program to an MCHIP, saving the state millions of dollars while simultaneously expanding the breadth and depth of coverage for low-income children, launched the state's first mandatory Medicaid managed care program, oversaw publication of scholarly research on the health of New Hampshire's most vulnerable citizens.

1997 – 2000

STAFF ATTORNEY, MERRIMACK VALLEY LEGAL SERVICES

1996 – 1997

LEGAL ADVOCATE & VOLUNTEER COORDINATOR, DOVE, INC.

EDUCATION

JURIS DOCTOR, UNIVERSITY OF THE DISTRICT OF COLUMBIA, DAVID A. CLARKE SCHOOL OF LAW

One of the nation's only public interest law schools and an HBCU.

BACHELOR OF ARTS, UNIVERSITY OF MASSACHUSETTS, AMHERST

Major in English, minor in Women's Studies. Participated in National Student Exchange Program. Lived and worked in fully functioning co-operative dormitory; served on dorm house council for 3 semesters.

DISTINCTIONS

Member Massachusetts Bar Association (retired)

Member New Hampshire Bar Association (inactive)

Earned America's Health Insurance Plans Certified Health Insurance Executive credential (2016)

Business NH Magazine Top Woman-Led Business recognition (2016)

Business NH Magazine Best Company to Work For (2017 & 2018)

Business and Industry Association "Above and Beyond Award" recipient (2011)

Manchester Union Leader 40 Under Forty honoree (2010)

Leadership New Hampshire (2008)

CIVIC ENGAGEMENT

Member New Hampshire Governor's Interagency Council on Homelessness (2018-2021)

Board of Directors, New Hampshire Public Health Association (2020 to present)


NH COVID-19 Equity Task Force (2020-present) led "Justice Involved" Workgroup promoting needs/interests of incarcerated people vis-à-vis COVID-19

Board of Directors, NH Women's Foundation F/K/A Women's Initiative (2010 – 2015)

Leadership NH Selection Committee (2014 – 2018)

NH Bar Association Lawyer & Judge In Every School (2006, 2007)

CATHY KUHN, PHD

 cathy-kuhn

Louisville, KY

NONPROFIT EXECUTIVE LEADER

STRATEGIST | COMMUNITY RELATIONS | NONPROFIT MANAGEMENT

Agile, innovative leader with a proven record of accomplishments, creating long-standing trust and respect from executives, staff, key stakeholders, and media. Results-oriented professional with a natural ability to motivate others to achieve desired outcomes. Knowledgeable and articulate advocate with a proven track record of results

Signature Achievements & Competencies

- Doubled budget of the Metropolitan Housing Coalition in one year with private foundation grants and contracts.
- Managed over \$4 million in local, federal and state funding sources at Families in Transition. Secured over \$400,000 in private foundation grants in 2019, over \$500,000 in private foundation grants in 2018, as well as a new federal grant for \$1.5 million over five years.
- Provided strategic direction for all agency activities including Emergency Shelter and Housing Services, Research and Evaluation, Marketing and Communications, Resource Development, Grants Management, Property Management and Housing Development.
- Served as subject matter expert on the issue of homelessness across the state of New Hampshire. Currently serve as subject matter expert for TV, radio and print media on a range of issues related to safe and affordable housing in Louisville, KY.
- Develop and foster strong relationships with city, state, federal and corporate partners.
- Served as the Chairperson of the NH Governor's Interagency Council of Homelessness, appointed by Governor Hassan and Governor Sununu.

PROFESSIONAL HIGHLIGHTS:

EXECUTIVE DIRECTOR

Metropolitan Housing Coalition Louisville, KY | October 2020 - Present

- Responsible for all aspects of agency operations including board development and engagement, financial management and forecasting; fundraising; strategic planning; communications and marketing; outcomes and evaluation.
- Leader in advocacy regarding all aspects of affordable housing including fair housing; vacant and abandoned properties; land development code reform; utility insecurity.
- Led successful application for national affordable housing learning collaborative. Louisville was 1 in 8 cities selected for participation in the Housing Solutions Collaborative in partnership with over 10 local organizations.
- Received \$120,000 research grant to investigate interventions to reduce the high rate of evictions in Louisville.
- Serve as local expert on issues related to affordable housing, participating on dozens of local housing committees and panels, as well as key spokesperson for TV, print, and radio media.

ATHY KUHN, PhD

PROFESSIONAL HIGHLIGHTS - CONTINUED

HOUSING DEVELOPMENT CONSULTANT
Easter Seals NH, VT and ME | January-July 2021

- Provide consultation to Easter Seals NH on acquisition of new permanent supportive housing projects for people experiencing homeless in New Hampshire.
- Provide assistance to Easter Seals NH on the development of new affordable housing in Northern New England.
- Provide consultation to Easter Seals NH on Property Management processes and funding compliance.

PROFESSIONAL HIGHLIGHTS - CONTINUED

CHIEF STRATEGY OFFICER/INTERIM TEAM EXECUTIVE DIRECTOR
Families in Transition Manchester, NH | Oct 2019-June 2020
VP, Research and Training (2009-2019) Director, Housing Development (2007-2008)

- Appointed Interim Team Leader after departure of agency founder in October 2019. Assigned supervisory responsibilities for staff and departments formerly supervised by the former President including Property Maintenance and Housing Development, Resource Development, and Marketing and Communications.
- Led the agency through the COVID-19 pandemic, successfully and immediately standing up the city's only decompression and quarantine site for people experiencing homelessness. Ensured a safe working environment for all staff and a safe living environment for over 500+ people per night.
- Core member of senior management team providing strategic direction and operational management for organization with \$13M budget and 200+ staff, operating programs in four cities and towns in New Hampshire.
- Provided strategic direction for Emergency Shelter and Housing Intake, Research and Evaluation, Marketing and Communications, Resource Development, Grants Management, Property Management and Housing Development.
- Acted as agency spokesperson.
- Led fundraising, construction and programmatic development of new emergency shelters and permanent supportive housing programs across New Hampshire.
- Acted as the direct supervision to 11 staff at all levels ranging from senior management, mid-management, frontline, administration and 1 VISTA (Volunteer in Service to America).
- Provided strategic guidance in the merger of the organization with another large nonprofit and provided oversight for the rebranding process.
- Successfully started Housing Benefits, an independent Community Housing Development Organization (CHDO) and ensured compliance with 501c3 and CHDO requirements.
- Managed the maintenance and administration of existing and new housing projects.
- Led agency evaluation efforts on existing programs and services to ensure fidelity with evidence-based models.
- Led high quality training and educational forums for both staff and citizens on existing research regarding homelessness and the provision of evidence based practices.

PROFESSIONAL HIGHLIGHTS - CONTINUED

DIRECTOR

New Hampshire Coalition to End Homelessness | 2012-2020

- Established, developed and managed agency Board of Directors.
- Led statewide advocacy activities in the response to COVID-19 highlighting the need for shelter decompression, isolation and quarantine locations, testing, and PPEs for staff and people experiencing homelessness in NH.
- Served as subject matter expert on the issue of homelessness across the state.
- Developed and authored annual report on the State of Homelessness in New Hampshire.
- Management of all programmatic and financial affairs of the agency including strategic planning and implementation of new programming.
- Created and implemented the Granite Leaders Program, a six month leadership training program for people with histories of homelessness interested in leadership opportunities in their communities.
- Provided trainings on trauma informed services and other best practices in service provision for people experiencing homelessness.
- Researched and authored Community Analyses of Housing and Homelessness, Wakefield, NH. 2018
- Developed and implemented marketing strategies and public awareness activities.
- Identified and led statewide collaborations and innovations in homeless services, including the establishment of the NH Homeless Advocate Leader Collaborative.
- Served as the Chairperson of the NH Governor's Interagency Council of Homelessness, appointed under Governor Hassan and Governor Sununu.
- Led state and local advocacy efforts including public testimony at legislative hearings.
- Founded Research Program Facilitating Research on Homelessness with faculty and students in institutions of higher learning across NH.

PROFESSIONAL HIGHLIGHTS - CONTINUED

ADJUNCT PROFESSOR

**St Anselm College, Southern New Hampshire University, New Hampshire Technical Institute
Manchester and Concord, NH | 2006 – Present**

- Courses taught include: Social and Professional Issues in Human Services; Introduction to Sociology; Poverty and Social Welfare Policy; Sociology of Gender; Social Stratification; Race and Ethnicity; Family and Society.
- Consistently receive high evaluations from students of all backgrounds and abilities.

Additional Achievements, Education & Board Service, Continued Page 3

PROFESSIONAL HIGHLIGHTS - CONTINUED

**UNITED STATES PEACE CORPS VOLUNTEER
PANAMA | 1997-1999**

- Environmental Education Instructor, Grades K-5.

CATHY KUHN, PhD

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EDUCATION & PROFESSIONAL DEVELOPMENT

Ph.D. Sociology/Urban Studies, July 2006
Michigan State University

Master of Science, Resource Development/Urban Studies, May 2001
Michigan State University

Bachelor of Science, *cum laude*, Environmental Studies, May 1995
Rollins College, Winter Park, FL

BOARD LEADERSHIP & PROFESSIONAL ACHIEVEMENTS

Co-Author of Chapter in Forthcoming Book. Oxford University Press comprehensive, interdisciplinary volume on hope. "Hope and Homelessness." with Therese Scibert, PhD | May 2021-Present.

Awardee, 2020 Home Matters in NH Award for Affordable Housing and Ending Homelessness Advocacy in NH. |
December 16, 2020.

Chair, NH Governor's Interagency Council on Homelessness | 2016 – August 2020.

Vice Chair, Manchester Continuum of Care | 2017-August 2020.

Governing Council Member, Housing Action New Hampshire | 2016– August 2020.

Member, Housing and Community Development Planning Committee | 2018-August 2020.
New Hampshire Housing and Finance Authority

Board Member, Concord Coalition to End Homelessness | 2014-2016

Graduate, Leadership New Hampshire | Class of 2019

Awardee, NH Union Leader 40 Under Forty | Class of 2012
Recognizing young leaders making a difference in the state.

Interviewee, Movers & Shakers iHeartRADIO Show | June 2020
A series of interviews of leaders from all over the country

Guest on NHPR's The Exchange Radio Show | 2013, 2014, 2015, 2016 and 2019.

Guest on KY Radio Alliance Show | 2021

CATHY KUHN, PhD

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BOARD LEADERSHIP & PROFESSIONAL ACHIEVEMENTS, CONTINUED

Guest on Louisville Public Meida's *In Conversation* Radio Show | September 2021

Subject Matter Expert

Appearance in TV and print media sources including

WMUR, NH1, Union Leader, Seacoast Online, HIPPO, Manchester Ink Link,
NH Business Review, Laconia Daily Sun, Christian Science Monitor, AP, Courier Journal, Louisville Public Media, Spectrum
News, etc.de

Susan L. Silsby

SUMMARY OF QUALIFICATIONS

- Over 25 years of experience in the non-profit industry
- Successful track record in program operations across multiple states
- Strong leadership and managerial skills
- Solid fiscal management ability
- Exceptional customer service skills
- Professional, organized and highly motivated

EDUCATION

University System of New Hampshire Plymouth, New Hampshire
BA in Psychology

Varsity Swimming & Diving, Varsity Field Hockey, Delta Zeta National
Sorority

PROFESSIONAL EXPERIENCE

1988- Present EASTER SEALS NEW HAMPSHIRE

Senior Vice President of Program Services

Plan, develop, implement and monitor program services for adults throughout New Hampshire.

Manage all aspects of operations related to the delivery services including program development, financial management and personnel management.

Analyze trends in referrals, service delivery and funding to develop and implement strategic plans that increase the market share, enhance financial viability and improve public relations.

Report on administrative, financial, and programmatic outcomes.

Initiate and maintain contact with local and state agency representatives, at all levels, to promote Easter Seals services and develop new program opportunities.

Establish and maintain effective and positive relationships with public and private agencies, referring agencies, parents, funders, and community representatives to ensure customer satisfaction and solicit increased referrals

Other positions held: Vice President of Community Based Services, Director of Vocational Services, Direct Support Professional

Peter C. Hastings

C-LEVEL INFORMATION TECHNOLOGY EXECUTIVE

With 30 years of IT Experience and Track record of Success Delivering Results-Driven Technology Solutions

Career Profile

Results-driven IT Executive with expertise envisioning and leading technology-based, multi-million-dollar budget initiatives, grounded solidly on business and economic value. Proven track record management career, marked by demonstrated ability to build performance-driven teams and achieve cross-functional business objectives. A valued member of senior executive teams, contributing a seasoned road-based perspective to create practical IT strategies and implementing plans designed for maximum return at the lowest cost.

Core areas of expertise include:

➤ IT Strategy and Execution	➤ Global ERP Implementations	➤ Organization Design & Restructuring
➤ Time and Resource Optimization	➤ Process Improvement	➤ Team Building & Leadership
➤ Enterprise IT Systems	➤ Information Architecture	➤ New Product & Technology Launch
➤ Project and Program Management	➤ Corporate Mission Fulfillment	➤ Multi-Million Dollar Budget Management
➤ PMO Management	➤ Cyber Security leadership	➤ Vendor & Contract Negotiations
➤ Matrix Management	➤ Global Management	➤ Innovation leadership
➤ Merger & Acquisitions	➤ Disaster Recovery	➤ Homeland Security
➤ Private Sector	➤ Change Management	➤ Public Policy
➤ Higher Education Sector	➤ Non – Profit Sector	➤ State Government Sector

Selected value-offered Highlights

- **Making Cyber Security a critical priority;** Demonstrating that Cybersecurity needs to be a top priority of every organization through examples. Then creating policy and awareness training to ensure the security of all environments by each.
- **Driving force to standardized Software configuration Management Enterprise-Wide;** drove innovation in the State of New Hampshire by standardizing software development processes across the enterprise, utilizing a centralized software configuration management tool. Oversaw an enterprise migration from individual servers to a virtual enterprise environment containing over 300 servers saving both money and staff hours.
- **Led team to standardize a hybrid ERP implementation process for global deployment;** produced an Oracle ERP implementation methodology that utilized internal personnel instead of consultants saving the company over 20 million dollars in 6 years. This process streamlined the project schedule from 12 months to 21 weeks per manufacturing facility. This methodology was executed in 24 countries over 24 months, resulting in the conversion of 108 manufacturing facilities to a common ERP platform.

PROFESSIONAL EXPERIENCE

Easterseals - Manchester, NH

November 2021 – Present

Chief Information Officer / Information Security Officer

Leading information technology functions of the organization, serving as an integral partner and member of the Senior Management team. Guiding Information Technology strategy to support and strengthen Easter Seals. Implementing the current information security initiatives throughout the agency while planning for changes in a defensive and offensive posture to meet future threats.

Merrimack College – No. Andover MA

July 2015 – November 2021

Associate Vice President/CIO

Part of the Senior Leadership Team to provide vision, leadership, strategic planning, increase customer service, bringing credibility to IT, drive critical change in technology to meet the mission and strategic plan of Merrimack College. To ensure that the college's technology infrastructure is being maintained, protected and provides the functional tools for the college's mission of higher education. To provide fiscal leadership in developing an IT budget based on the approved plan and responsible infrastructure goals in supporting the higher education needs of the college. Support institution initiatives such as Mobile Merrimack that supports thousands of iPads for teaching in the classrooms.

STATE OF NEW HAMPSHIRE - Concord, New Hampshire
Commissioner/CIO Department of Information Technology
Acting Commissioner/CIO Department of Information Technology
Interim Commissioner/CIO Department of Information Technology

March 2007 to August 2014
June 5, 2013, to August 2014
October 17, 2012, to June 5, 2013
April 2010 to February 2011

Reported to the Governor of the State of New Hampshire - managed the Department of Information Technology (DoIT), an agency which has a staff of over 350 and an annual budget that exceeds 60 million dollars. DoIT is responsible for all IT support for the State's 65 agencies and over 10,000 full-time employees, including cybersecurity, desktops, servers, applications, networks and providing services to the over 1.3M citizens of the State.

Director of Agency Software Division

March 2008 – June 2013

Reported to the CIO of the State of New Hampshire - managed the Agency Software Division (ASD) in 20 of the State's largest agencies overseeing the efforts of over 160 staff. Engaged Agency Commissioners and senior management in the development of tactical and strategic plans, reporting, budgets, problem resolutions, and promoted DoIT best practices, policies, standards and procedures.

Agency IT Leader (Department of Safety)

March 2007 – March 2008

Reported to the Director of the Agency Software Division - managed the IT organization responsible for the software development, production and maintenance of all software applications for the State of New Hampshire's Department of Safety. The Department of Safety encompasses the State Police, Highway Patrol, Bureau of Emergency Management and Department of Motor Vehicle.

VECTRON INTERNATIONAL CORP - Hudson, NH

July 2005 – February 2007

Director of Global IT

Reported to the CFO - responsibilities encompassed managing the \$10 million IT budget, 4 direct and 13 indirect reports providing global support for continuous operations for ERP, LAN/WAN, infrastructure, telecommunications, and end-user computing environment. □

SANMINA-SCI Corp - Salem, NH

April 1996 – January 2005

Sr. Director of Global EMS Services

January 2003 – January 2005

Managed a direct staff of 10 and was responsible for the planning, master scheduling and managing the migrating of 108 global manufacturing facilities to the Oracle 11i ERP System.

Sr. Director of Mergers & Acquisitions, Administration

November 2001 – January 2003

Managed a direct staff of 7 and was responsible for creating, developing and managing the M&A administration team while managing the IT \$35M budget.

Sr. Director of Global Applications

April 2000 – November 2001

Managed a direct staff of 25 and worked closely with other Directors to understand their business requirements and issues to translate them into technical deliverables for the application group.

Director of Americas Field IT

April 1996 – April 2000

Managed a direct staff of 30 and was responsible for supporting 65 manufacturing facilities throughout North American and for supporting all aspects regarding telecommunications and business systems in the Eastern division of the company.

Education and Credentials

Merrimack College: Master's of Science in Management - MSM

Rivier University: Awarded a BA in Individualized Studies - Summa Cum Laude

Northern Essex Community College: Awarded an Associates in Electronic Technologies - Cum Laude

Military

United States Army, Honorable Discharge

Affiliations

Sigma Iota Epsilon (SIE)
 National Organization of State CIOs' (NASCIO)
 Multi-State Information Sharing & Analysis Center (MS-ISAC)
 National Association of Insurance Commissioners (NAIC)
 State of New Hampshire Town Clerks Association

Interests

Family
 Chess
 Outdoor Activities
 Theater
 Music
 Building

EASTER SEALS NEW HAMPSHIRE, INC.Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Maureen Beauregard	President & CEO	\$309,000.00	0%	\$0
Claire Gagnon	CFO	\$170,000.00	0%	\$0
Lisabritt Solsky Stevens	CGO	\$170,000.00	0%	\$0
Catherine Kuhn	CTPRO	\$170,000.00	0%	\$0
Joseph Emmons	CDO	\$148,526.00	0%	\$0
Tina Sharby	CHRO	\$183,855.00	0%	\$0
Peter Hastings	CIO	\$185,000.00	0%	\$0
Susan Silsby	EVP Programs	\$174,332.00	0%	\$0

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES**

Lori A. Shiblette
Commissioner

Deborah D. Schretz
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 31, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24, Governor Sununu has authorized the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into **Retroactive** amendments to existing contracts with the Contractors listed below for Aging and Disability Resource Center ServiceLink services in ten (10) geographic areas of the state to provide funds to purchase COVID-19 protective supplies by increasing the total price limitation by \$48,374.00 from \$6,443,554.02 to \$6,491,928.02 with no change to the contract completion dates of June 30, 2022, effective retroactive to July 1, 2020. 57% Federal Funds. 43% General Funds.

The original contracts were approved by Governor and Council on May 20, 2020, Item #18.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	177278	Rockingham and Strafford County	\$1,878,961.60	\$14,515.00	\$1,893,476.60
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Merrimack County	\$655,231.64	\$5,322.00	\$660,553.64
Easter Seals New Hampshire, Inc.	177204	Hillsborough County excluding Antrim, Bennington, Frankestown.	\$821,625.24	\$13,068.00	\$834,693.24

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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		Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County			
Grafton County Senior Citizens Council, Inc.	177675	Grafton County	\$645,745.58	\$3,385.00	\$649,130.58
Partnership for Public Health	165635	Belknap and Carroll County	\$879,649.94	\$5,318.00	\$884,967.94
Monadnock Collaborative	159303	Cheshire County, Sullivan County, and Antrim, Bennington, Fracestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$1,185,966.42	\$5,318.00	\$1,191,284.42
Tri-County Community Action Program	177195	Coos County	\$376,373.60	\$1,448.00	\$377,821.60
		Total:	\$6,443,554.02	\$48,374.00	\$6,491,928.02

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

See attached fiscal details

EXPLANATION

These amendments are **Retroactive** because the Contractors incurred expenses related to delivering services during the COVID-19 State of Emergency that were not anticipated when the current contracts were submitted for approval.

The purpose of these amendments is to provide additional funding for ServiceLink Aging and Disability Resource Center services, State Health Insurance Assistance Program Trainer services, and Medicaid Eligibility Coordinator services. Contractors will purchase COVID-19

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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protective supplies such as portable free standing sneeze guards, wall mounted hand sanitizers, face masks, and face shields in order to provide services safely during the current COVID-19 State of Emergency.

ServiceLink Resource Centers are a statewide network of community-based resources for older individuals and adults living with disabilities and their families. The ServiceLink Resource Centers are available to anyone who needs assistance, guidance, help finding services, or support to live independently. ServiceLink partners will promote the independence and well-being of the people they serve at locally based offices and many satellites throughout New Hampshire.

Area served: Statewide.

Source of Funds: CFDA #93.667 FAIN2001NHSOSR, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.052 FAIN2001NHOAFC-02, CFDA# 93.77 MEDICAID, CFDA #93.324 FAIN90SA0003-02-03, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.071 FAIN2001NHMISH-00, and CFDA #93.791, FAIN 1LICMS300148-01-10.

Respectfully submitted,



Lori A. Shibinette
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
SFY21-22

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS.
IHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$257,930.64	\$1,320.00	\$259,250.64
545-500387	I & R Contracts	2021	\$15,685.18	\$0.00	\$15,685.18
570-500928	Family Caregiver	2021	\$54,000.00	\$0.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$257,930.64	\$0.00	\$257,930.64
545-500387	I & R Contracts	2022	\$15,685.18	\$0.00	\$15,685.18
570-500928	Family Caregiver	2022	\$54,000.00	\$0.00	\$54,000.00
		Subtotal	\$655,231.64	\$1,320.00	\$656,551.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$182,367.93	\$960.00	\$183,327.93
545-500387	I & R Contracts	2021	\$11,009.79	\$0.00	\$11,009.79
570-500928	Family Caregiver	2021	\$27,000.00	\$0.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$182,367.93	\$0.00	\$182,367.93
545-500387	I & R Contracts	2022	\$11,009.79	\$0.00	\$11,009.79
570-500928	Family Caregiver	2022	\$27,000.00	\$0.00	\$27,000.00
		Subtotal	\$440,735.44	\$960.00	\$441,715.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$450,539.75	\$2,640.00	\$453,179.75
545-500387	I & R Contracts	2021	\$26,393.33	\$0.00	\$26,393.33
570-500928	Family Caregiver	2021	\$67,000.00	\$0.00	\$67,000.00
102-500734	Contracts for Program Services	2022	\$450,539.75	\$0.00	\$450,539.75
545-500387	I & R Contracts	2022	\$26,393.33	\$0.00	\$26,393.33
570-500928	Family Caregiver	2022	\$67,000.00	\$0.00	\$67,000.00
		Subtotal	\$1,087,866.16	\$2,640.00	\$1,090,506.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$340,599.58	\$3,240.00	\$343,839.58
545-500387	I & R Contracts	2021	\$16,213.04	\$0.00	\$16,213.04
570-500928	Family Caregiver	2021	\$54,000.00	\$0.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$340,599.58	\$0.00	\$340,599.58
545-500387	I & R Contracts	2022	\$16,213.04	\$0.00	\$16,213.04
570-500928	Family Caregiver	2022	\$54,000.00	\$0.00	\$54,000.00
		Subtotal	\$821,625.24	\$3,240.00	\$824,865.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$264,726.97	\$840.00	\$265,566.97
545-500387	I & R Contracts	2021	\$17,645.82	\$0.00	\$17,645.82
570-500928	Family Caregiver	2021	\$40,500.00	\$0.00	\$40,500.00
102-500734	Contracts for Program Services	2022	\$264,726.97	\$0.00	\$264,726.97
545-500387	I & R Contracts	2022	\$17,645.82	\$0.00	\$17,645.82
570-500928	Family Caregiver	2022	\$40,500.00	\$0.00	\$40,500.00
		Subtotal	\$645,745.58	\$840.00	\$646,585.58

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$337,107.04	\$1,320.00	\$338,427.04
545-500387	I & R Contracts	2021	\$21,717.93	\$0.00	\$21,717.93
570-500928	Family Caregiver	2021	\$81,000.00	\$0.00	\$81,000.00
102-500734	Contracts for Program Services	2022	\$337,107.04	\$0.00	\$337,107.04

545-500387	I & R Contracts	2022	\$21,717.93	\$0.00	\$21,717.93
570-500928	Family Caregiver	2022	\$81,000.00	\$0.00	\$81,000.00
		Subtotal	\$879,649.94	\$1,320.00	\$880,969.94

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$468,735.81	\$1,320.00	\$470,055.81
545-500387	I & R Contracts	2021	\$31,747.40	\$0.00	\$31,747.40
570-500928	Family Caregiver	2021	\$67,500.00	\$0.00	\$67,500.00
102-500734	Contracts for Program Services	2022	\$468,735.81	\$0.00	\$468,735.81
545-500387	I & R Contracts	2022	\$31,747.40	\$0.00	\$31,747.40
570-500928	Family Caregiver	2022	\$67,500.00	\$0.00	\$67,500.00
		Subtotal	\$1,135,966.42	\$1,320.00	\$1,137,286.42

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$150,780.29	\$360.00	\$151,140.29
545-500387	I & R Contracts	2021	\$10,406.51	\$0.00	\$10,406.51
570-500928	Family Caregiver	2021	\$27,000.00	\$0.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$150,780.29	\$0.00	\$150,780.29
545-500387	I & R Contracts	2022	\$10,406.51	\$0.00	\$10,406.51
570-500928	Family Caregiver	2022	\$27,000.00	\$0.00	\$27,000.00
		Subtotal	\$376,373.60	\$360.00	\$376,733.60

Total 9565	\$6,043,214.02	\$12,000.00	\$6,055,214.02
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05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT- (100% Federal Funds - SHIP Trainer - 3 Sources)

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$25,000.00	\$0.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$25,000.00	\$0.00	\$25,000.00
		Subtotal	\$50,000.00	\$0.00	\$50,000.00

Total 3317	\$50,000.00	\$0.00	\$50,000.00
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05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON (100% Federal Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$87,585.00	\$0.00	\$87,585.00

Total 8920	\$87,585.00	\$0.00	\$87,585.00
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05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, (50% Federal Funds, 50% General Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$175,170.00	\$0.00	\$175,170.00
		Subtotal	\$262,755.00	\$0.00	\$262,755.00

Total 2164	\$262,755.00	\$0.00	\$262,755.00
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05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

**ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICES GRANTS
(100% Federal Funds - SHIP Admin)**

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$4,002.00	\$4,002.00
		Subtotal	\$0.00	\$4,002.00	\$4,002.00

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$2,909.00	\$2,909.00
		Subtotal	\$0.00	\$2,909.00	\$2,909.00

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$8,006.00	\$8,006.00
		Subtotal	\$0.00	\$8,006.00	\$8,006.00

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$9,828.00	\$9,828.00
		Subtotal	\$0.00	\$9,828.00	\$9,828.00

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$2,545.00	\$2,545.00
		Subtotal	\$0.00	\$2,545.00	\$2,545.00

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$3,998.00	\$3,998.00
		Subtotal	\$0.00	\$3,998.00	\$3,998.00

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$3,998.00	\$3,998.00
		Subtotal	\$0.00	\$3,998.00	\$3,998.00

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$1,088.00	\$1,088.00
		Subtotal	\$0.00	\$1,088.00	\$1,088.00

Total #925			\$0.00	\$36,374.00	\$36,374.00
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Summary by Vendor by Year (OPTIONAL SERVICES SEPARATE)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$327,615.82	\$5,322.00	\$332,937.82
	2022	\$327,615.82	\$0.00	\$327,615.82
	Subtotal	\$655,231.64	\$5,322.00	\$660,553.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$220,377.72	\$3,869.00	\$224,246.72
	2022	\$220,377.72	\$0.00	\$220,377.72
	Subtotal	\$440,755.44	\$3,869.00	\$444,624.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$543,933.08	\$10,646.00	\$554,579.08
	2022	\$543,933.08	\$0.00	\$543,933.08
	Subtotal	\$1,087,866.16	\$10,646.00	\$1,098,512.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$410,812.62	\$13,068.00	\$423,880.62
	2022	\$410,812.62	\$0.00	\$410,812.62
	Subtotal	\$821,625.24	\$13,068.00	\$834,693.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$322,872.79	\$3,385.00	\$326,257.79
	2022	\$322,872.79	\$0.00	\$322,872.79
	Subtotal	\$645,745.58	\$3,385.00	\$649,130.58

Lakes Region Partnership for Public Health (Vendor # 165635)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$439,824.97	\$5,318.00	\$445,142.97
	2022	\$439,824.97	\$0.00	\$439,824.97
	Subtotal	\$879,649.94	\$5,318.00	\$884,967.94

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$567,983.21	\$5,318.00	\$573,301.21
	2022	\$567,983.21	\$0.00	\$567,983.21
	Subtotal	\$1,135,966.42	\$5,318.00	\$1,141,284.42

Tri County Community Action Program, Inc. (Vendor # 177195)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$188,186.80	\$1,448.00	\$189,634.80
	2022	\$188,186.80	\$0.00	\$188,186.80
	Subtotal	\$376,373.60	\$1,448.00	\$377,821.60

Monadnock Collaborative (Vendor # 159303) OTHER SERVICES

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$25,000.00	\$0.00	\$25,000.00
	2022	\$25,000.00	\$0.00	\$25,000.00
	Subtotal	\$50,000.00	\$0.00	\$50,000.00

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278) OTHER SERVICES

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$175,170.00	\$0.00	\$175,170.00
	2022	\$175,170.00	\$0.00	\$175,170.00
	Subtotal	\$350,340.00	\$0.00	\$350,340.00

Grand Total SFY21	2021	\$3,221,777.01	\$48,374.00	\$3,270,151.01
Grand Total SFY22	2022	\$3,221,777.01	\$0.00	\$3,221,777.01
Total Contract		\$6,443,554.02	\$48,374.00	\$6,491,928.02

ACCOUNTING UNIT SUMMARY

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVS.
 HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$2,452,788.01	\$12,000.00	\$2,464,788.01
545-500387	I & R Contracts	2021	\$150,819.00	\$0.00	\$150,819.00
570-500928	Family Caregiver	2021	\$418,000.00	\$0.00	\$418,000.00
102-500734	Contracts for Program Services	2022	\$2,452,788.01	\$0.00	\$2,452,788.01
545-500387	I & R Contracts	2022	\$150,819.00	\$0.00	\$150,819.00
570-500928	Family Caregiver	2022	\$418,000.00	\$0.00	\$418,000.00
		Subtotal	\$6,043,214.02	\$12,000.00	\$6,055,214.02

**05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHIS: ELDERLY AND ADULT
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT-
(100% Federal Funds - SHIP Trainer - J Sources)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$25,000.00	\$0.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$25,000.00	\$0.00	\$25,000.00
		Subtotal	\$50,000.00	\$0.00	\$50,000.00

**05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHIS: ELDERLY AND ADULT
ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON
(50% Federal Funds, 50% General Funds)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$87,585.00	\$0.00	\$87,585.00

**05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHIS: ELDERLY AND ADULT
ELDERLY AND ADULT SERVICES,
(50% Federal Funds, 50% General Funds)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$175,170.00	\$0.00	\$175,170.00
		Subtotal	\$262,755.00	\$0.00	\$262,755.00

**05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHIS: ELDERLY AND ADULT,
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICES GRANTS
(100% Federal Funds - SHIP Admin)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$36,374.00	\$36,374.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$36,374.00	\$36,374.00

Grand Total SFY21	2021	\$3,221,777.01	\$48,374.00	\$3,270,151.01
Grand Total SFY22	2022	\$3,221,777.01	\$0.00	\$3,221,777.01
Total Contract		\$6,443,554.02	\$48,374.00	\$6,491,928.02



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
ServiceLink Aging and Disability Resource Center Services Contract**

This 1st Amendment to the ServiceLink Aging and Disability Resource Center Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Easter Seals New Hampshire, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 555 Auburn St. Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 20, 2020, (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$834,693.24.
2. Modify Exhibit C-1 Budget by replacing in its entirety with Exhibit C-1 Amendment #1 Budget, which is attached hereto and incorporated by reference herein:



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be retroactively effective to July 1, 2020, subject to the Governor's approval issued under Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24.

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

State of New Hampshire
Department of Health and Human Services

1/19/2021

Date

DocuSigned by:

Deborah D. Scheetz

Name: Deborah D. Scheetz

Title: Director Division of Long Term Supports and Services

Easter Seals New Hampshire, Inc.

1/6/2021

Date

DocuSigned by:

Ellen Treanor

Name: Ellen Treanor

Title: CFO



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

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

OFFICE OF THE ATTORNEY GENERAL

1/31/2021

Date

DocuSigned by:

Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment received Governor approval issued under Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24.

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit C-1 Amendment #1 Budget

New Hampshire Department of Health and Human Services

Bidder/Program Name: Easter Seals New Hampshire, Inc.

Budget Request for: ServiceLink Aging and Disability Resource Center Services Contract

Budget Period: 7/1/20 - 6/30/21

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	\$ 254,183.14	\$ 25,818.32	\$ 280,001.46	\$ -	\$ -	\$ -	\$ 254,183.14	\$ 25,818.32	\$ 280,001.46
2. Employee Benefits	\$ 71,000.36	\$ 7,100.04	\$ 78,100.40	\$ -	\$ -	\$ -	\$ 71,000.36	\$ 7,100.04	\$ 78,100.40
3. Consultants	\$ 5,829.36	\$ 582.63	\$ 6,412.00	\$ -	\$ -	\$ -	\$ 5,829.36	\$ 582.63	\$ 6,412.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,953.11	\$ 195.31	\$ 2,148.42	\$ -	\$ -	\$ -	\$ 1,953.11	\$ 195.31	\$ 2,148.42
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,464.83	\$ 246.48	\$ 2,711.32	\$ -	\$ -	\$ -	\$ 2,464.83	\$ 246.48	\$ 2,711.32
6. Travel	\$ 3,755.50	\$ 375.50	\$ 4,131.00	\$ -	\$ -	\$ -	\$ 3,755.50	\$ 375.50	\$ 4,131.00
7. Occupancy	\$ 33,001.18	\$ 3,300.12	\$ 36,301.30	\$ -	\$ -	\$ -	\$ 33,001.18	\$ 3,300.12	\$ 36,301.30
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,154.16	\$ 315.42	\$ 3,469.58	\$ -	\$ -	\$ -	\$ 3,154.16	\$ 315.42	\$ 3,469.58
Postage	\$ 513.21	\$ 51.33	\$ 564.54	\$ -	\$ -	\$ -	\$ 513.21	\$ 51.33	\$ 564.54
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 341.70	\$ 34.18	\$ 375.88	\$ -	\$ -	\$ -	\$ 341.70	\$ 34.18	\$ 375.88
11. Staff Education and Training	\$ 4,328.87	\$ 432.89	\$ 4,761.76	\$ -	\$ -	\$ -	\$ 4,328.87	\$ 432.89	\$ 4,761.76
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Printing	\$ 330.58	\$ 33.06	\$ 363.64	\$ -	\$ -	\$ -	\$ 330.58	\$ 33.06	\$ 363.64
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 345,344.81	\$ 34,534.81	\$ 379,879.62	\$ -	\$ -	\$ -	\$ 345,344.81	\$ 34,534.81	\$ 379,879.62

Indirect As A Percent of Direct

10.0%

MAY 06 '20 PM 3:14 DAS

18
max

Lori A. Shibleette
Commissioner

Deborah D. Sebets
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 30, 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 Long Term Supports and Services, to award contracts with the vendors listed below in an amount not to exceed \$6,443,554.02 to provide Aging and Disability Resource Center ServiceLink services in ten (10) geographic areas of the state to improve access to information on the full range of long-term services and supports, with the option to renew for up to two (2) additional years, effective July 1, 2020 or upon Governor and Council approval, whichever is later, through June 30, 2022. 56.67% Federal funds, 43.33% General funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners.	177278	Rockingham and Strafford County	\$1,878,961.60
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Merrimack County	\$655,231.64
Easter Seals New Hampshire, Inc.	177204	Hillsborough County excluding Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$821,625.24
Grafton County Senior Citizens Council, Inc.	177675	Grafton County	\$645,745.58
Partnership for Public Health	165635	Belknap and Carroll County	\$879,649.94

Monadnock Collaborative	159303	Cheshire County, Sullivan County, and Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$1,185,966.42
Tri-County Community Action Program	177195	Coos County	\$376,373.60
		Total:	\$6,443,554.02

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

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide ServiceLink Aging and Disability Resource Center services, State Health Insurance Assistance Program Trainer services, and Medicaid Eligibility Coordinator services statewide.

The Bureau of Elderly and Adult Services (BEAS) provides a variety of social and long-term supports to adults age 60 and older and to adults between the ages of 18 and 60 who have a chronic illness or disability. Social and long-term services and supports can be accessed through the ServiceLink Resource Center and New Hampshire Department of Health and Human Services (DHHS) District Offices. Services and supports are intended to assist people to live as independently as possible in safety and with dignity.

ServiceLink Resource Centers are a statewide network of community-based resources for older individuals and adults living with disabilities and their families. The ServiceLink Resource Centers are available to anyone who needs assistance, guidance, help finding services, or support to live independently. ServiceLink partners will promote the independence and well-being of the people they serve at locally based offices and many satellites throughout New Hampshire from July 1, 2020 to June 30, 2022.

The vendors will provide access to long-term services and supports, which are home and community-based services provided to individuals to support their level of independence in the home and community. Such services include outreach and education services, information and referrals, transition support services, specialized care transition counseling, long term supports and services, family caregiver support services and State Health Insurance Program Assistance.

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

- Follow-up to 100% of individuals who meet the standard for required follow-up.
- Provide screening to 100% of individuals under the No Wrong Door process.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

- Provide Family Caregiver Support respite services to 100% of individuals who are eligible.
- Ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
- Ensure staff scores a minimum of 80% on Person Centered Counseling Training.
- Ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: "Have you or a family member serviced in the military?"

The Department selected the contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 2/28/2020 through 4/8/2020. The Department received 15 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revision to Standard Contract Provisions of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

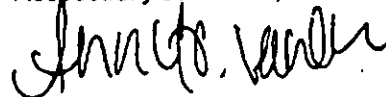
Should the Governor and Council not authorize this request the Department may not be able to comply with RSA 151-E:5, which mandates the establishment of a system of community based information and referral services for elderly and chronically ill adults. In addition, there may be an increase in hospital and nursing home admissions as individuals may not have access to information on community based options and ways to access these options. Lack of access to community-based options for the most vulnerable populations may cause an increase in Medicaid expenditures.

Area served: Statewide

Source of Funds: 56.67% Federal Funds CFDA #93.667 FAIN2001NHSOSR, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.052 FAIN2001NHOAFC-02, CFDA# 93.77 MEDICAID, CFDA #93.324 FAIN90SA0003-02-03, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.071 FAIN2001NHMISH-00, CFDA #93.791, FAIN 1LICMS300148-01-10, and 43.33% General Funds.

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

Respectfully submitted,



Ann H. Landry
Associate Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
SFY21-22

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS.
IHHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$257,930.64	\$257,930.64
545-500387	I & R Contracts	2021	\$0.00	\$15,685.18	\$15,685.18
570-500928	Family Caregiver	2021	\$0.00	\$54,000.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$257,930.64	\$257,930.64
545-500387	I & R Contracts	2022	\$0.00	\$15,685.18	\$15,685.18
570-500928	Family Caregiver	2022	\$0.00	\$54,000.00	\$54,000.00
	Subtotal		\$0.00	\$655,231.64	\$655,231.64

STRAFFORD- Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$182,367.93	\$182,367.93
545-500387	I & R Contracts	2021	\$0.00	\$11,009.79	\$11,009.79
570-500928	Family Caregiver	2021	\$0.00	\$27,000.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$182,367.93	\$182,367.93
545-500387	I & R Contracts	2022	\$0.00	\$11,009.79	\$11,009.79
570-500928	Family Caregiver	2022	\$0.00	\$27,000.00	\$27,000.00
	Subtotal		\$0.00	\$440,755.44	\$440,755.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$450,539.75	\$450,539.75
545-500387	I & R Contracts	2021	\$0.00	\$26,393.33	\$26,393.33
570-500928	Family Caregiver	2021	\$0.00	\$67,000.00	\$67,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$450,539.75	\$450,539.75
545-500387	I & R Contracts	2022	\$0.00	\$26,393.33	\$26,393.33
570-500928	Family Caregiver	2022	\$0.00	\$67,000.00	\$67,000.00
	Subtotal		\$0.00	\$1,087,866.17	\$1,087,866.17

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$340,599.58	\$340,599.58
545-500387	I & R Contracts	2021	\$0.00	\$16,213.04	\$16,213.04
570-500928	Family Caregiver	2021	\$0.00	\$54,000.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$340,599.58	\$340,599.58
545-500387	I & R Contracts	2022	\$0.00	\$16,213.04	\$16,213.04
570-500928	Family Caregiver	2022	\$0.00	\$54,000.00	\$54,000.00
	Subtotal		\$0.00	\$821,625.24	\$821,625.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$264,726.97	\$264,726.97
545-500387	I & R Contracts	2021	\$0.00	\$17,645.82	\$17,645.82
570-500928	Family Caregiver	2021	\$0.00	\$40,500.00	\$40,500.00
102-500734	Contracts for Program Services	2022	\$0.00	\$264,726.97	\$264,726.97
545-500387	I & R Contracts	2022	\$0.00	\$17,645.82	\$17,645.82
570-500928	Family Caregiver	2022	\$0.00	\$40,500.00	\$40,500.00
	Subtotal		\$0.00	\$645,745.58	\$645,745.58

Lake Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$337,107.04	\$337,107.04
545-500387	I & R Contracts	2021	\$0.00	\$21,717.93	\$21,717.93
570-500928	Family Caregiver	2021	\$0.00	\$81,000.00	\$81,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$337,107.04	\$337,107.04
545-500387	I & R Contracts	2022	\$0.00	\$21,717.93	\$21,717.93
570-500928	Family Caregiver	2022	\$0.00	\$81,000.00	\$81,000.00
		Subtotal	\$0.00	\$879,649.94	\$879,649.94

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$468,735.81	\$468,735.81
545-500387	I & R Contracts	2021	\$0.00	\$31,747.40	\$31,747.40
570-500928	Family Caregiver	2021	\$0.00	\$67,500.00	\$67,500.00
102-500734	Contracts for Program Services	2022	\$0.00	\$468,735.81	\$468,735.81
545-500387	I & R Contracts	2022	\$0.00	\$31,747.40	\$31,747.40
570-500928	Family Caregiver	2022	\$0.00	\$67,500.00	\$67,500.00
		Subtotal	\$0.00	\$1,135,966.42	\$1,135,966.42

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$150,780.29	\$150,780.29
545-500387	I & R Contracts	2021	\$0.00	\$10,406.51	\$10,406.51
570-500928	Family Caregiver	2021	\$0.00	\$27,000.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$150,780.29	\$150,780.29
545-500387	I & R Contracts	2022	\$0.00	\$10,406.51	\$10,406.51
570-500928	Family Caregiver	2022	\$0.00	\$27,000.00	\$27,000.00
		Subtotal	\$0.00	\$376,373.60	\$376,373.60

Total 9465	\$0.00	\$6,043,214.03	\$6,043,214.03
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05-25-48-181010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS. (1115: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT. (100% Federal) Funds - SIIP Trainee - 3 Sources)

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$25,000.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$0.00	\$25,000.00	\$25,000.00
		Subtotal	\$0.00	\$50,000.00	\$50,000.00

Total 3317	\$0.00	\$50,000.00	\$50,000.00
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05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT
ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON
(100% Federal Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$87,585.00	\$87,585.00
Total 8920			\$0.00	\$87,585.00	\$87,585.00

05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT
ELDERLY AND ADULT SERVICES.
(50% Federal Funds, 50% General Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$175,170.00	\$175,170.00
		Subtotal	\$0.00	\$262,755.00	\$262,755.00
Total 2164			\$0.00	\$262,755.00	\$262,755.00

Summary by Vendor by Year (OPTIONAL SERVICES SEPARATE)

Community Action Program Helknap-Merrimack Counties, Inc. (Vendor #177203)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$327,615.82	\$327,615.82
	2022	\$0.00	\$327,615.82	\$327,615.82
	Subtotal	\$0.00	\$655,231.64	\$655,231.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$220,377.72	\$220,377.72
	2022	\$0.00	\$220,377.72	\$220,377.72
	Subtotal	\$0.00	\$440,755.44	\$440,755.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$543,933.08	\$543,933.08
	2022	\$0.00	\$543,933.08	\$543,933.08
	Subtotal	\$0.00	\$1,087,866.16	\$1,087,866.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$410,812.62	\$410,812.62
	2022	\$0.00	\$410,812.62	\$410,812.62
	Subtotal	\$0.00	\$821,625.24	\$821,625.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$322,872.79	\$322,872.79
	2022	\$0.00	\$322,872.79	\$322,872.79
	Subtotal	\$0.00	\$645,745.58	\$645,745.58

Lakes Region Partnership for Public Health (Vendor # 165635)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$439,824.97	\$439,824.97
	2022	\$0.00	\$439,824.97	\$439,824.97
	Subtotal	\$0.00	\$879,649.94	\$879,649.94

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$567,983.21	\$567,983.21
	2022	\$0.00	\$567,983.21	\$567,983.21
	Subtotal	\$0.00	\$1,135,966.42	\$1,135,966.42

Tri-County Community Action Program, Inc. (Vendor # 177195)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$188,186.80	\$188,186.80
	2022	\$0.00	\$188,186.80	\$188,186.80
	Subtotal	\$0.00	\$376,373.60	\$376,373.60

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$25,000.00	\$25,000.00
	2022	\$0.00	\$25,000.00	\$25,000.00
	Subtotal	\$0.00	\$50,000.00	\$50,000.00

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$175,170.00	\$175,170.00
	2022	\$0.00	\$175,170.00	\$175,170.00
	Subtotal	\$0.00	\$350,340.00	\$350,340.00

Grand Total SFY21	2021	\$0.00	\$3,221,777.01	\$3,221,777.01
Grand Total SFY22	2022	\$0.00	\$3,221,777.01	\$3,221,777.01
Total Contract		\$0.00	\$6,443,554.02	\$6,443,554.02

ACCOUNTING UNIT SUMMARY

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS.
 IIIIS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$2,452,788.01	\$2,452,788.01
545-500387	I & R Contracts	2021	\$0.00	\$150,819.00	\$150,819.00
570-500928	Family Caregiver	2021	\$0.00	\$418,000.00	\$418,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$2,452,788.01	\$2,452,788.01
545-500387	I & R Contracts	2022	\$0.00	\$150,819.00	\$150,819.00
570-500928	Family Caregiver	2022	\$0.00	\$418,000.00	\$418,000.00
	Subtotal		\$0.00	\$6,043,214.02	\$6,043,214.02

05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS. IIIIS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT.
 (100% Federal Funds - SHIP Trailer - 3 Sources)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$25,000.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$0.00	\$25,000.00	\$25,000.00
	Subtotal		\$0.00	\$50,000.00	\$50,000.00

05-95-48-481010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS. IIIIS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON
 (50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
	Subtotal		\$0.00	\$87,585.00	\$87,585.00

05-95-48-481010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS. IIIIS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES.
 (50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$175,170.00	\$175,170.00
	Subtotal		\$0.00	\$175,170.00	\$175,170.00

Grand Total SFY21	2021	\$0.00	\$3,221,777.01	\$3,221,777.01
Grand Total SFY22	2022	\$0.00	\$3,221,777.01	\$3,221,777.01
Total Contract		\$0.00	\$6,443,554.02	\$6,443,554.02



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

ServiceLink Aging and Disability
Resource Center Services

RFA-2021-DLTSS-08-SERVI

RFA Name

RFA Number

Reviewer Names

Bidder Name
1. Behavioral Health and Developmental Services, Inc. - Rockingham
2. Behavioral Health and Developmental Services, Inc. - Strafford
3. Behavioral Health and Developmental Services, Inc. - Eligibility Coordinator
4. Community Action Program Belknap Merrimack, Inc. - Merrimack
5. Easter Seals New Hampshire - Hillsborough
6. Grafton County Senior Citizens Council, Inc. - Grafton
7. Monadnock Collaborative - Grafton
8. Monadnock Collaborative - Hillsborough
9. Monadnock Collaborative - Monadnock
10. Monadnock Collaborative - Sullivan
11. Monadnock Collaborative - Trainer
12. Partnership for Public Health - Belknap
13. Partnership for Public Health - Carroll
14. Partnership for Public Health - Coos
15. Tri-County Community Action Program, Inc. - Coos

Pass/Fail	Maximum Points	Actual Points
	105	99
	105	104
	45	45
	105	96
	105	104
	105	99
	105	81
	105	81
	105	98
	105	98
	45	39
	105	99
	105	100
	105	92
	105	100

1. Thom O'Connor
2. Abigail Conger
3. Jean Crouch
4. Shawn Martin
5. Kerricigh Shroeder

Subject: ServiceLink Aging and Disability Resource Center Services RFA-2021-DLTSS-08-SERVI-03


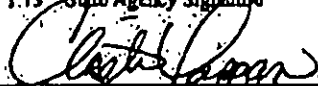

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.


AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION:

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Easter Seals New Hampshire, Inc.		1.4 Contractor Address 555 Auburn St. Manchester, NH 03103	
1.5 Contractor Phone Number (603) 623-8863	1.6 Account Number See Attachment	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$821,625.24
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 4/27/2020		1.12 Name and Title of Contractor Signatory Maureen Beauregard, President/CEO	
1.13 State Agency Signature  Date: 5.1.2020		1.14 Name and Title of State Agency Signatory Christa Lynn, Associate Commission	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/8/2020			
1.17 Approval by the Governor and Executive Council (if applicable) O&C Item Number: _____ O&C Meeting Date: _____			

Contractor Initials 
 Date 4/27/20

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 MB
Date 4/27/20

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.



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Attachment to Form P-37 Block 1.6 Account Number

1.6 Account Number

05-95-48-481010-95650000-102-500734

05-95-48-481010-95650000-545-500387

05-95-48-481010-95650000-570-500928

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EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor & Executive Council approval or July 1, 2020, whichever is later ("Effective Date").

1.2. 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 years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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

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

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EXHIBIT B

1. Provisions Applicable to All Services

- 1.1. 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 meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in Hillsborough County excluding the towns of Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor.
- 1.5. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.5.1. Serve as a highly visible and trusted place for people of all ages to turn to for objective and unbiased information on the full range of long term care supports and services.
 - 1.5.2. Promote awareness of the various options available to people in their community.
 - 1.5.3. Link individuals with needed services
 - 1.5.4. Provide person-centered one-on-one assistance and decision support to individuals.
 - 1.5.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
 - 1.5.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.
 - 1.5.7. Serve all adults regardless of physical, intellectual or development disability or mental illness.
 - 1.5.8. Provide information regarding community-based long-term supports and services.
 - 1.5.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.

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1.6. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:

- 1.6.1. Meet the needs of individuals.
- 1.6.2. Are sustained throughout the geographic area.
- 1.6.3. Produce measurable results.

2. Scope of Work

2.1. Service Link Administrative Requirements

2.1.1. General Requirements

2.1.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:

- 2.1.1.1.1. Operate as an independent program.
- 2.1.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
- 2.1.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.
- 2.1.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.

2.1.1.2. The Contractor shall occupy an independent office space that, at a minimum:

- 2.1.1.2.1. Is an easily accessible area and location.
- 2.1.1.2.2. Meets all applicable state and local building rules and ordinances.
- 2.1.1.2.3. Has sufficient space that includes, but is not limited to:
- 2.1.1.2.4. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.
- 2.1.1.2.5. A confidential meeting room to accommodate a minimum of three (3) individuals.
- 2.1.1.2.6. Has barrier-free/handicap access.
- 2.1.1.2.7. Appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:

2.1.1.2.7.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.

2.1.1.2.7.2. The New Hampshire Department of Military Affairs and Veterans Services.

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- 2.1.1.2.8. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.1.4.2.1. Scheduling meetings.
 - 2.1.1.4.2.2. Inviting participants.
 - 2.1.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.1.4.2.5. Recording minutes from each meeting.
 - 2.1.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) days after each meeting.
 - 2.1.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, including but not limited to:
 - 2.1.1.4.3.1. State or regional hospital.
 - 2.1.1.4.3.2. Senior centers.
 - 2.1.1.4.3.3. Physician practices.
 - 2.1.1.4.3.4. Home health agencies.
 - 2.1.1.4.3.5. Community mental health centers.

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- 2.1.1.4.3.6. Municipal health and welfare providers.
- 2.1.1.4.3.7. Brain Injury Associations.
- 2.1.1.4.3.8. Centers for Independent Living.
- 2.1.1.4.3.9. Department of Military Affairs and Veteran Services.
- 2.1.1.4.3.10. Adult Protective Services.
- 2.1.1.4.3.11. Information and referral/2-1-1 programs.
- 2.1.1.4.3.12. Regional Public Health Networks.
- 2.1.1.4.3.13. Other community-based organizations.
- 2.1.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
- 2.1.1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.1.1.6. The Contractor shall maintain a waitlist of individuals who have been determined as eligible for Medicaid/Medicare supports and services, and/or other publically funded supports and services due to unavailability of funding or resources. The Contractor shall:
 - 2.1.1.6.1. Document information in the Refer 7 system for each individual waiting for services, in accordance with Department policies and procedures.
 - 2.1.1.6.2. Monitor the wait time for individuals to receive services, from the date of initial contact with ServiceLink to the date individuals receive services for which they are eligible.
 - 2.1.1.6.3. Provide quarterly reports to the Department that include, but are not limited to:
 - 2.1.1.6.3.1. The wait time for each individual by the type of service.
 - 2.1.1.6.3.2. Reason for wait time.
- 2.1.1.7. The Contractor shall conduct consumer satisfaction surveys on a quarterly basis to measure consumer satisfaction with delivered services. The Contract shall:
 - 2.1.1.7.1. Utilize the Department's approved survey tool.
 - 2.1.1.7.2. Distribute the survey to consumers as directed by the Department.
 - 2.1.1.7.3. Collect completed surveys.
 - 2.1.1.7.4. Enter each completed survey into an online database as directed by the Department.

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- 2.1.2. Outreach and Education Services The Contractor shall deliver outreach and education services to promote ServiceLink services.
 - 2.1.2.2. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.
 - 2.1.2.3. The Contractor shall submit an outreach and marketing plan to the Department for review and approval within sixty (60) days of the contract effective date which shall include, but is not limited to:
 - 2.1.2.3.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.
 - 2.1.2.3.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
 - 2.1.2.3.3. Strategies to assess the effectiveness of outreach and marketing activities.
 - 2.1.2.3.4. Feedback loops to monitor and modify outreach and marketing activities as needed.
- 2.2. Consumer Information, Referral and Counseling Services
 - 2.2.1. Information and Referral/Assistance Plan (I&R/A)
 - 2.2.1.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:
 - 2.2.1.1.1. A description of all systematic processes to ensure consistent delivery of services.
 - 2.2.1.1.2. All services and resources available to the population of the geographic region.
 - 2.2.1.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.
 - 2.2.1.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer 7.5 Manual, and as amended.
 - 2.2.1.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).
 - 2.2.1.5. The Contractor shall utilize the Refer 7 database to provide the most current information available to clients.

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- 2.2.1.6. The Contractor shall provide Refer 7 Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer 7.5 Manual, and as amended.
- 2.2.1.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
- 2.2.1.8. The Contractor shall ensure staff:
 - 2.2.1.8.1. Attend outreach and education trainings, as directed by the Department.
- 2.2.1.9. Are trained in safeguarding the confidentiality of all clients as required by state and federal laws.
- 2.2.2. Transition Support Services
 - 2.2.2.1. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings.
 - 2.2.2.2. The Contractor shall assist individuals with the transition from acute care settings into their homes/communities.
 - 2.2.2.3. The Contractor shall assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
 - 2.2.2.4. The Contractor shall assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
 - 2.2.2.5. The Contractor shall assist individuals with accessing LTSS in order to transition back to the community.
 - 2.2.2.6. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
 - 2.2.2.7. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.
- 2.2.3. Specialized Care Transition Counseling
 - 2.2.3.1. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:
 - 2.2.3.1.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.
 - 2.2.3.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of

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ServiceLink staff responsible for facilitating hospital-to-home transitions for Individuals with LTSS needs. The Contract shall:

- 2.2.3.2.1. Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems.
- 2.2.3.2.2. Establish a process for identifying Individuals and caregivers in need of transition support services.
- 2.2.3.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, and coordination.
- 2.2.3.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
- 2.2.3.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
- 2.2.3.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services.
- 2.2.3.4. Engaging Individuals while in an acute care setting to assist in transitioning to home and community-based settings, which includes, but is not limited to:
 - 2.2.3.4.1. Facilitating the coordination of services and supports needed for transition.
 - 2.2.3.4.2. Providing Individuals with a safe and secure setting.
 - 2.2.3.4.3. Assisting in the prevention of hospital readmission.
- 2.2.3.5. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include but are not limited to:
 - 2.2.3.5.1. Hospital discharge planning meetings.
 - 2.2.3.5.2. Meetings with Individuals and family members according to their preferences and goals for transition.
 - 2.2.3.5.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.2.3.5.4. Documenting contacts on behalf of transitioning individuals in the Refer 7 database.
 - 2.2.3.5.5. Developing transition plans for clients and assist individuals with finding and accessing home and community-based services according to the transition plan.

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2.3. Consumer Program Eligibility and Enrollment

2.3.1. Long Term Supports and Services (LTSS) Eligibility Determination Services

2.3.1.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.

2.3.1.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:

2.3.1.2.1. Assisting individuals with determining appropriate payment and delivery of services.

2.3.1.2.2. Providing individuals with financial assessment, as applicable.

2.3.1.2.3. Assisting clients with accessing community-based LTSS programs.

2.3.1.2.4. Developing processes for accessing public LTSS programs.

2.3.1.2.5. Ensuring eligibility documents are completed and submitted to the Department.

2.3.1.2.6. Collaborating with the Department to assess and determine client eligibility.

2.3.1.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.

2.3.1.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.

2.3.1.2.9. Providing additional Person-Centered Options and Counseling to individuals determined ineligible for LTSS, as appropriate.

2.3.1.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.

2.3.1.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.

2.3.1.3. The Contractor shall collaborate with state and community programs that serve Medicare beneficiaries in rural areas to determine program eligibility for individuals seeking services, facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education about Medicare via referrals to ServiceLink. State and community programs may include, but are not limited to:

2.3.1.3.1. NH Family Caregiver Program

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- 2.3.1.3.2. State Nutrition Consultant for New Hampshire Meals on Wheels and Congregate Meals.
- 2.3.1.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence in areas that include, but are not limited to:
 - 2.3.1.4.1. Faith Based Communities and/or Parish Nurses.
 - 2.3.1.4.2. Social Security Administration.
 - 2.3.1.4.3. Low income housing sites.
 - 2.3.1.4.4. Senior Centers.
- 2.4. Specialty Program Services
 - 2.4.1. Family Caregiver Support Program Services
 - 2.4.1.1. The Contractor shall provide staffing according to Section 4, Staffing, Subsection 4.4, Paragraph 4.4.7 to conduct client assessments and ongoing home visits.
 - 2.4.1.2. The Contractor shall ensure staff maintain knowledge of current community resources.
 - 2.4.1.3. The Contractor shall ensure:
 - 2.4.1.3.1. A minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC); or
 - 2.4.1.3.2. A minimum of two (2) individuals in the geographic area are trained in the PTC curriculum.
 - 2.4.1.4. The Contractor shall:
 - 2.4.1.4.1. Facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
 - 2.4.1.4.2. Facilitate caregiver support groups, as needed.
 - 2.4.1.4.3. Collaborate with other caregiver support service agencies within the geographic area.
 - 2.4.1.4.4. Ensure staff attend the Department's Family Caregiver Support Program meetings.
 - 2.4.1.4.5. Conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population.
 - 2.4.1.4.6. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.
 - 2.4.1.4.7. Participate in an annual program review as determined by the Department.

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- 2.4.1.5. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.4.1.6. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.4.1.7. The Contractor shall train staff on all Family Caregiver Support Program services, policies and procedures.
- 2.4.1.8. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.4.1.9. The Contractor shall provide copies of approved service plans and budgets to the department's Financial Management selected Contractor.
- 2.4.1.10. The Contractor shall comply with the Department policies and procedures relative to fiscal management for ill paying and employer of record services.
- 2.4.2. State Health Insurance Program (SHIP) Assistance
 - 2.4.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
 - 2.4.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through the State Health Insurance Assistance Program (SHIP).
 - 2.4.2.3. The Contractor shall provide staffing in accordance with Section 4, Staffing, Subsection 4.4, Paragraph 4.4.5.
 - 2.4.2.4. The Contractor shall provide personalized counseling services.
 - 2.4.2.5. The Contractor shall provide targeted community outreach in order to:
 - 2.4.2.5.1. Increase consumer understanding of Medicare program benefits.
 - 2.4.2.5.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
 - 2.4.2.6. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
 - 2.4.2.6.1. Assisting individuals with enrolling in appropriate benefit plans.
 - 2.4.2.6.2. Providing continued enrollment assistance in Medicare prescription drug coverage.
 - 2.4.2.7. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.
 - 2.4.2.8. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting

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site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently; SHIP Training and Reporting System (STARS).

- 2.4.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services
 - 2.4.3.1. The Contractor shall educate the public on topics that include but are not limited to:
 - 2.4.3.1.1. Part D prescription drugs in rural areas.
 - 2.4.3.1.2. Medicare preventative services.
 - 2.4.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.
 - 2.4.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses by:
 - 2.4.3.2.1. Distributing promotional materials developed by CMS, ACL and the Department.
 - 2.4.3.2.2. Distributing promotional materials developed by CMS, ACL and the Department in order to increase awareness of available Medicare preventive services, that include but are not limited to:
 - 2.4.3.2.3. Wellness prevention screenings.
 - 2.4.3.2.4. Flu Shots.
 - 2.4.3.2.5. Implementing a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month, which includes but is not limited to:
 - 2.4.3.2.6. Mailing introductory letters regarding the program to town offices, housing sites, home health agencies, Faith Based Communities and/or parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
 - 2.4.3.2.7. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic area served.
 - 2.4.3.2.8. Drafting scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
 - 2.4.3.2.9. Purchasing media in the local area.
 - 2.4.3.3. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).

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2.4.4. Senior Medicare Patrol (SM) Services

- 2.4.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
- 2.4.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and education outreach planning.
- 2.4.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
- 2.4.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
- 2.4.4.5. The Contractors shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
- 2.4.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.
- 2.4.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
- 2.4.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.

2.4.5. Veteran Directed Care (VD-Care) a/k/a Veterans Independence Program (VIP)

- 2.4.5.1. The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VD-Care Program staffing requirements and procedures.
- 2.4.5.2. The Contractor shall collaborate with and accepting referrals from:
 - 2.4.5.2.1. The White River Junction Veterans Affairs Medical Center.
 - 2.4.5.2.2. The Manchester Veterans Affairs Medical Center.
- 2.4.5.3. The Contractor shall establish and maintain an advisory board that includes, but is not limited to, representatives from veterans groups, veterans and families in order to:
 - 2.4.5.3.1. Oversee the VD-Care program
 - 2.4.5.3.2. Receive feedback from stakeholders.

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2.4.5.3.3. Provide continuous improvement of the program.

2.4.5.4. The Contractor shall contact veterans referred to the VD-Care program by telephone, email, or other recognized means of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.

2.4.5.5. The Contractor shall assist veterans to determine the most appropriate services that will meet their needs.

2.4.5.6. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.

2.4.5.7. The Contractor shall assist veterans in meeting LTSS needs, including but not limited to identifying a backup plan for support.

2.4.5.8. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.

2.4.5.9. The Contractor shall monitor veteran budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.

2.4.5.10. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.

2.4.5.11. The Contractor shall maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.

2.4.5.12. The Contractor shall comply with staff training requirements to provide the VD-Care and Financial Management Services, as applicable.

2.4.5.13. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:

2.4.5.13.1. Monthly VD-Care calls.

2.4.5.13.2. VD-Care sponsored trainings.

2.4.5.13.3. VD-Care sponsored webinars.

2.4.5.14. The Contractor shall participate in VAMC quarterly program meetings.

2.4.5.15. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.

3. Performance Measures and Reporting Requirements

3.1. ServiceLink Administrative Requirements & Consumer Information and Counseling Services

3.1.1. The Contractor shall provide monthly reports on 100% staff time track spent performing Medicaid allowable activities.

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- 3.1.2. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.1.3. The Contractor shall track client data on a quarterly basis, including, but not limited to:
 - 3.1.3.1. Number of individuals served.
 - 3.1.3.2. Types of information/referrals provided to individuals.
 - 3.1.3.3. Total number of individuals pre-screened for financial eligibility for Medicaid funded LTC programs.
 - 3.1.3.4. Total number of individuals who withdraw due to counseling on functional eligibility.
 - 3.1.3.5. Follow-up services performed and frequency of services delivered.
 - 3.1.3.6. Length of contact.
 - 3.1.3.7. Number of individuals who answered "yes" or "no" to the following question: "Have you or a family member ever served in the military?"
- 3.1.4. The Contract shall enter 100% of surveys received into an online database, as directed by the Department, on a quarterly basis.
- 3.2. Consumer Eligibility & Enrollment Services
 - 3.2.1. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
 - 3.2.1.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
 - 3.2.1.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
 - 3.2.1.3. Systems-level outcomes to include ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.
 - 3.2.1.3.1. The Contractor shall provide comprehensive quarterly reports to the Department within thirty (30) days of the close of the quarter.
 - 3.2.1.3.2. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services. The Contractor shall have the ability and capacity to generate standard reports, which include, but are not limited to, monthly reports on:
 - 3.2.1.4. Demographics of individuals in need of specialized services.
 - 3.2.2. The Contractor shall meet at a minimum the following performance measures:
 - 3.2.2.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.

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- 3.2.2.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
 - 3.2.2.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
 - 3.2.2.4. The Contractor shall ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
 - 3.2.2.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
 - 3.2.2.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: Have you or a family member ever served in the military?"
- 3.3. Specialty Program Services
- 3.3.1. The Contractor submit the NH Family Caregiver Title III-E Federal Report to the Department on an annual basis.
 - 3.3.2. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging.
 - 3.3.3. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department, which must include, but is not limited to:
 - 3.3.3.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum.
 - 3.3.3.2. Number of Powerful Tools for Caregivers training session coordinated and/or conducted annually.
 - 3.3.3.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers trainings.
 - 3.3.3.4. Number of other caregiver specific training sessions coordinated and/or conducted annually.
 - 3.3.3.5. Expenditures and expenses for coordinating and conducting other caregiver specific training sessions.
 - 3.3.3.6. Number of caregivers and their families who received counseling.
 - 3.3.3.7. Number of sessions per caregiver and their families.
 - 3.3.3.8. Caregiver Support Group meetings Access Assistance (I&R) activities, which must include, but is not limited to:
 - 3.3.3.8.1. Number of caregivers assisted to obtain access to services and resources in the community.
 - 3.3.3.8.2. Number of sessions per caregiver.
 - 3.3.3.8.3. Number of caregivers referred to agencies.

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- 3.3.3.8.4. A customized report on expenditures and expenses for providing I & R services.
- 3.3.3.9. Community Information sessions and outreach activities to caregiver that provides the public with program information, which must include, but is not limited to:
 - 3.3.3.9.1. Number of activities, including, but not limited to:
 - 3.3.3.9.2. Publications.
 - 3.3.3.9.3. Presentations.
 - 3.3.3.9.4. Media coverage.
 - 3.3.3.9.5. Estimated number of caregivers reached through outreach activities.
 - 3.3.3.9.6. Number of agencies involved with outreach activities.
 - 3.3.3.9.7. Expenditures and expenses for outreach activities.
- 3.3.3.10. Average annual income of caregivers including, but not limited to; those who:
 - 3.3.3.10.1. Receive grants.
 - 3.3.3.10.2. Receive training.
 - 3.3.3.10.3. Receive I & R supports.
 - 3.3.3.10.4. Receive counseling.
 - 3.3.3.10.5. Participate in support groups.
- 3.3.3.11. Supplemental Services, which must include, but is not limited to:
 - 3.3.3.11.1. A narrative description of the service and;
 - 3.3.3.11.2. Total number provided for each service.
- 3.3.4. The Contract shall report on performance measure for SHIP in Section 2, Subsection 2.4, Paragraph 2.4.2., as outlined by the ACL, and as amended and indicated in the table below:

Performance Measure	Reporting Method
3.3.4.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.4.2. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per	To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month. SHIP Group, Team and Medicare forms in STARS

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	Medicare beneficiaries in the State.	
3.3.4.3.	Contacts with Medicare beneficiaries under 65 – Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7
3.3.4.4.	Hard-to-Reach Contacts – Percentage of Low-income, rural, and non-native English contacts per total "hard-to-reach" Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7
3.3.4.5.	Enrollment Contacts – Percentage of unduplicated enrollment contacts (i.e., contacts with one or more qualifying enrollment topics) discussed per total Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7

- 3.3.5. The Contractor shall report on information requested by the Department, which includes, but is not limited to:
- 3.3.5.1. Quarterly SHIP progress reports.
 - 3.3.5.2. Monthly outreach reports.
- 3.3.6. The Contractor shall meet or exceed the performance measures and provide reports for services identified in Section 2, Subsection 2.4, Paragraph 2.4.3.2., Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services as indicated below:

	Performance Measure	Reporting Method
3.3.6.1	Increase the number of individuals provided with education about: LIS, MSP, and Medicare prescription drug coverage in rural areas by five (5) percent of the total number enrolled in the programs in the previous twelve 12 months.	To include: Monthly Outreach Activities Reports sent to the Department by the 15 th of each month. SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.6.2	Implementation of promotional activities for Medicare's Wellness and	Monthly Outreach Activities Report STARS reports to include Client

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	Preventive Screening Services.	Contacts, Outreach and other activity.
3.3.6.3	Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of one (1) time per month.	Monthly Outreach Activities Report to the Department and entries into STARS reports to the Department.
3.3.6.4	Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings, as required by ACL for quarterly Progress Reports to the Department.

4. Staffing

- 4.1. The Contractor shall ensure ServiceLink staff have appropriate credentials, as outlined in Subsection 4.4, below.
- 4.2. The Contractor shall ensure counseling staff have the requisite skills and certifications to perform Person-Centered Options Counseling consistent with the NWD System within one (1) year of hire.
- 4.3. The Contractor shall follow the National Association of Social Workers' Code of Ethics.
- 4.4. The Contractor shall provide staff as follows:
 - 4.4.1. **Program Manager** – One (1) FTE who meets the following certifications within one (1) year of hire:
 - 4.4.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.1.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.1.3. SHIP/SMP certification training and certification.
 - 4.4.1.4. SMP Foundations training and assessment.
 - 4.4.2. **Information and Referral Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.2.2. Obtain training in Person-Centered Counseling.
 - 4.4.2.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.2.4. SMP Foundations training and assessment.
 - 4.4.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.3.2. Obtain training and Certification in Person-Centered Counseling.

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- 4.4.3.3. Obtain certification as a State Health Insurance Assistance (SHIP).
- 4.4.3.4. SMP Foundations training and assessment.
- 4.4.4. **4.4.4 Person-Centered Options Counseling Caregiver Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.4.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.4.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.4.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
 - 4.4.4.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor.
 - 4.4.4.5. SMP Foundations training and assessment.
- 4.4.5. **State Health Insurance Assistance Program (SHIP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and:
 - 4.4.5.1. Within six (6) months of hire are certified in SHIP training and assessments; and
 - 4.4.5.2. Within six (6) months of hire are certified in SMP foundations training and assessment; and
 - 4.4.5.3. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
- 4.4.6. **Senior Medicare Patrol (SMP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and:
 - 4.4.6.1. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
 - 4.4.6.2. Within six (6) months of hire are certified in SMP foundations training and assessment.
- 4.4.7. The Contractor shall provide staffing for the NH Family Caregiver Program at no less than 1 full-time equivalent (FTE).
- 4.4.8. The Contractors shall provide staffing for the SHIP, SMP, and MIPPA services at no less than 2.75 FTE.
- 4.5. **Criminal Background Check and BEAS State Registry Checks.**
 - 4.5.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
 - 4.5.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.

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4.5.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.

4.5.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).

4.5.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.

6. Additional Terms

5.1. Credits and Copyright Ownership

5.1.1. 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."

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

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

5.1.3.1. Brochures.

5.1.3.2. Resource directories.

5.1.3.3. Protocols or guidelines.

5.1.3.4. Posters.

5.1.3.5. Reports.

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

6. Records

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

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation,

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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.

7: Exhibits Incorporated

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

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

7.3. All Exhibits D through K are attached hereto and incorporated by reference herein.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 55.97%, Federal Funds, by the
 - 1.1.1. United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667), FAIN: 2001NHSOSR; 50% Federal Funds, 50% General Funds.
 - 1.1.2. United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA, #93.052), FAIN: 2001NHOAFC-02; 75% Federal Funds, 25% General Funds,
 - 1.1.3. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID; 50% Federal Funds, 50% General Funds
 - 1.1.4. United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03-01; 100% Federal Funds
 - 1.1.5. United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-02-03; 100% Federal Funds
 - 1.1.6. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00; 100% Federal Funds
 - 1.2. 44.03% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.
 - 2.2. The de minimis Indirect Cost Rate of 10% 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 item, as specified in Exhibits C-1, Budget through Exhibit C-2, 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

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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 dhhs.beasinvoices@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
105 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.
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 18 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:

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EXHIBIT C

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

MP
Date: *4/27/20*

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Center Seed, New Hampshire, Inc.

Budget Request for: RFA-P21-01733-00-02RYMG
Services/Leasing and Disability Resource Center services

Budget Period: 7/1/20 - 6/30/21

Line Item	Total Program Cost			Contractor Salary/Mgmt			Funded by Other Contract Items		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salaries/Wages	249,948.87	30,984.86	379,933.73	-	-	-	249,948.87	30,984.86	379,933.73
2. Employee Benefits	67,637.19	8,263.37	75,900.56	-	-	-	67,637.19	8,263.37	75,900.56
3. Contractors	5,279.30	502.35	5,781.65	-	-	-	5,279.30	502.35	5,781.65
4. Payment	-	-	-	-	-	-	-	-	-
5. Other	-	-	-	-	-	-	-	-	-
6. Repair and Maintenance	-	-	-	-	-	-	-	-	-
7. Psycho/Suppression	-	-	-	-	-	-	-	-	-
8. Supplies	-	-	-	-	-	-	-	-	-
9. Charitable	1,752.11	193.31	1,945.42	-	-	-	1,752.11	193.31	1,945.42
10. Loan	-	-	-	-	-	-	-	-	-
11. Pharmacy	-	-	-	-	-	-	-	-	-
12. Medical	-	-	-	-	-	-	-	-	-
13. Other	-	-	-	-	-	-	-	-	-
14. Travel	1,469.85	146.89	1,616.74	-	-	-	1,469.85	146.89	1,616.74
15. Contingency	2,119.50	373.86	2,493.36	-	-	-	2,119.50	373.86	2,493.36
16. Current Expenses	31,011.19	3,266.12	34,277.31	-	-	-	31,011.19	3,266.12	34,277.31
17. Telephone	5,136.18	318.42	5,454.60	-	-	-	5,136.18	318.42	5,454.60
18. Printing	918.21	37.33	955.54	-	-	-	918.21	37.33	955.54
19. Entertainment	-	-	-	-	-	-	-	-	-
20. Audit and Legal	-	-	-	-	-	-	-	-	-
21. Insurance	-	-	-	-	-	-	-	-	-
22. Other Expenses	-	-	-	-	-	-	-	-	-
23. Education	-	-	-	-	-	-	-	-	-
24. Technology/Communications	34,129	34,129	68,258	-	-	-	34,129	34,129	68,258
25. Fuel Expenses and Travel	4,379.87	437.99	4,817.86	-	-	-	4,379.87	437.99	4,817.86
26. Information/Systems	-	-	-	-	-	-	-	-	-
27. Other (specify details mandatory):	-	-	-	-	-	-	-	-	-
28. Printing	329.83	32.98	362.81	-	-	-	329.83	32.98	362.81
TOTAL	379,224.91	37,247.51	416,472.42	-	-	-	379,224.91	37,247.51	416,472.42

Subject to A Percent of Direct 10.0%

Contractor Initial: *MAB*
Date: *7/27/20*

Exhibit C-4 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Carter South New Hampshire, Inc.

Budget Request for: RFA-2021-01-753-09-2021V-03
Services for Aging and Disability Assessment Center Services

Budget Period: 3/1/21 - 07/2023

Line Item	Total Program Cost			Contractor Share / Match			Funds by DHS Contract Award		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salaries/Wages	253,095.07	25,200.51	278,295.58	-	-	-	253,095.07	25,200.51	278,295.58
2. Employee Benefits	17,824.55	6,264.26	24,088.81	-	-	-	17,824.55	6,264.26	24,088.81
3. Consultants	5,204.97	120.43	5,325.40	-	-	-	5,204.97	120.43	5,325.40
4. Equipment	-	-	-	-	-	-	-	-	-
Travel	-	-	-	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-	-	-	-
Furniture/Office/Supplies	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
Electronic	876.08	87.83	963.91	-	-	-	876.08	87.83	963.91
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Other	774.06	97.24	871.30	-	-	-	774.06	97.24	871.30
6. Travel	3,378.14	319.41	3,697.55	-	-	-	3,378.14	319.41	3,697.55
7. Occupancy	33,818.06	3,304.12	37,122.18	-	-	-	33,818.06	3,304.12	37,122.18
A. Current Expenses	-	-	-	-	-	-	-	-	-
Utilities	3,113.97	311.33	3,425.30	-	-	-	3,113.97	311.33	3,425.30
Postage	612.07	51.31	663.38	-	-	-	612.07	51.31	663.38
Subscriptions	-	-	-	-	-	-	-	-	-
Auto and Legal	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	-	-	-	-	-	-
Phone Expenses	-	-	-	-	-	-	-	-	-
B. Depreciation	-	-	-	-	-	-	-	-	-
8. Information/Communications	34,320	34,117	68,437	-	-	-	34,320	34,117	68,437
9. Other Salaries and Training	93,833	62,800	156,633	-	-	-	93,833	62,800	156,633
10. Subcontractor/Agreements	-	-	-	-	-	-	-	-	-
11. Other (Specify Attach Narrative):	-	-	-	-	-	-	-	-	-
Printing	100.00	10.00	110.00	-	-	-	100.00	10.00	110.00
TOTAL	375,484.53	37,344.63	412,829.16	-	-	-	375,484.53	37,344.63	412,829.16

Indirect As A Percent of Direct: 10.2%

Contractor Initials: **MSB**
Date: **3/27/20**

New Hampshire Department of Health and Human Services
Exhibit D



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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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)
555 Auburn St, Manchester, NH 03103
70 Temple St. Nashua, NH 03060

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

Vendor Name: Easter Seals NH, Inc

4-27-2020
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President/CEO

New Hampshire Department of Health and Human Services
Exhibit E



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
- *Medical Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name: Easter Seals NH, Inc

4-27-2020
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President/CEO

New Hampshire Department of Health and Human Services
Exhibit F



**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 Order 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

New Hampshire Department of Health and Human Services
Exhibit F



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 (11)(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: Easter Seals NH, Inc

4-27-2020
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President/CEO

Vendor Initials MB
Date 4/27/20

New Hampshire Department of Health and Human Services
Exhibit G



**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. 13278 (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

Vendor Initials

MAF

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

02714
Rev. 10/21/14

Page 1 of 2

Date *4/27/20*

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: Easter Seals NH, Inc

4-27-2020
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President/CEO

Exhibit G

Vendor Initials

MB

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The 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: Easter Seals NH, Inc

4-27-2020
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President/CEO

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, 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.

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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

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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 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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Date *4/27/20*

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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

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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.

(6) Termination for Cause

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

(6) Miscellaneous

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

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Exhibit I

- e. **Severability.** 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 effect 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 State

[Signature]
Signature of Authorized Representative

Christine Taylor
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

May 1, 2020
Date

Easter Seals NH, Inc

Name of the Contractor

[Signature]
Signature of Authorized Representative

Maureen Beauregard
Name of Authorized Representative

President/CEO
Title of Authorized Representative

4-27-2020
Date

New Hampshire Department of Health and Human Services
Exhibit J



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name: Easter Seals NH, Inc

4/27/2020
Date

Maureen Beauregard
Name: Maureen Beauregard
Title: President/CEO

MB
4/27/20

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: 085573467
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

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

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

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

NO YES

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

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

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

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

Contractor Initials MB
Date 4/27/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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DHHS Information Security Requirements



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 358-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

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DHHS Information Security Requirements



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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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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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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 Department's 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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DHHS Information Security Requirements



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/dolt/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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New Hampshire Department of Health and Human Services

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

MSB

4/27/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

This Amendment to the ServiceLink Aging and Disability Resource Center Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Grafton County Senior Citizens Council, Inc. ("the Contractor").

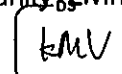
WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 20, 2020, (Item #18), as amended with Governor approval on December 30, 2020 and presented to the Executive Council on February 17, 2021 (Informational Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.2., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,294,876.58
3. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B Amendment #2, Scope of Services in order to correct various scriveners' errors and align scope with necessary services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, Section 1 to read:
 1. This Agreement is funded by:
 - 1.1. 57.23%, Federal Funds, as follows:
 - 1.1.1. 2.78% United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667), FAIN: 2101NHSOSR.
 - 1.1.2. 9.63% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 21AANHT3FC.
 - 1.1.3. 27.82% United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID.
 - 1.1.4. 6.75% United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03.
 - 1.1.5. 6.89% United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-04.
 - 1.1.6. 2.50% United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00.



- 1.1.7. 0.67% United States Department of Health and Human Services, Money Follows the Person Rebalancing Demonstration, (CFDA #93.791), FAIN 1LICMS300148-01-10.
- 1.1.8. 0.12% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services, (ALN# 93.044), FAIN 2001NHSSC3, CARES ACT Title III.
- 1.1.9. 0.07% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services, (ALN# 93.044), FAIN 2101NHSSC6, American Rescue Plan Title III-B.

1.2 42.77% General funds.

5. Modify Exhibit C, Payment Terms, Section 3, to read:

- 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 item, as specified in Exhibits C-1 Amendment #1, Budget through Exhibit C-4 Amendment #2, Budget.

6. Modify Exhibit C, Payment Terms, Section 4, to read:

- 4. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
 - 4.1. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 4.2. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.3. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.

7. Modify Exhibit C, Payment Terms, Section 12, Subsection 12.1, to update the introductory language only as specified in Subsection 12.1 with no changes to Paragraphs 12.1.1 through 12.1.3, to read:

- 12.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

- 8. Add Exhibit C-3 Amendment #2 Budget, which is attached hereto and incorporated by reference herein.
- 9. Add Exhibit C-4 Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

5/11/2022
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Grafton County Senior Citizens Council, Inc.

5/10/2022
Date

DocuSigned by:
Kathleen Vasconcelos
Name: Kathleen Vasconcelos
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/12/2022
Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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 meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in Grafton County.
- 1.5. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.5.1. Serve as a highly visible and trusted place for New Hampshire residents of all ages and income limits to receive objective and unbiased information on a full range of long term care supports and services.
 - 1.5.2. Promote awareness of the various options available to people in their community.
 - 1.5.3. Refer individuals to needed services.
 - 1.5.4. Provide person-centered one-on-one assistance and decision support to individuals.
 - 1.5.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
 - 1.5.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.
 - 1.5.7. Serve all adults regardless of physical, intellectual or developmental disability or mental illness.

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**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 1.5.8. Provide information regarding community-based long-term supports and services.
- 1.5.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.

2. Statement of Work

2.1. ServiceLink Administrative Requirements

- 2.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice, and methods of services. The Contractor shall:
 - 2.1.1.1. Operate as an independent program.
 - 2.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
 - 2.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.
 - 2.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.
- 2.1.2. The Contractor shall occupy an independent office space that, at a minimum:
 - 2.1.2.1. Is an easily accessible area and location.
 - 2.1.2.2. Meets all applicable state and local building rules and ordinances.
 - 2.1.2.3. Has sufficient space that includes, but is not limited to:
 - 2.1.2.3.1. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.
 - 2.1.2.3.2. A confidential meeting room to accommodate a minimum of three (3) individuals.
 - 2.1.2.4. Has barrier-free/handicap access.
 - 2.1.2.5. Has appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:
 - 2.1.2.5.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.

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**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 2.1.2.5.2. The New Hampshire Department of Military Affairs and Veterans Services.
- 2.1.2.6. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.4.2.1. Scheduling meetings.
 - 2.1.4.2.2. Inviting participants.
 - 2.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.4.2.5. Recording minutes from each meeting.
 - 2.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) business days after each meeting.
 - 2.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, which may include, but are not limited to:
 - 2.1.4.3.1. State or regional hospitals.
 - 2.1.4.3.2. Senior centers.
 - 2.1.4.3.3. Physician practices.

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**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 2.1.4.3.4. Home health agencies.
- 2.1.4.3.5. Community mental health centers.
- 2.1.4.3.6. Municipal health and welfare providers.
- 2.1.4.3.7. Brain Injury Associations.
- 2.1.4.3.8. Centers for Independent Living.
- 2.1.4.3.9. Department of Military Affairs and Veteran Services.
- 2.1.4.3.10. Adult Protective Services.
- 2.1.4.3.11. Information and referral/2-1-1 programs.
- 2.1.4.3.12. Regional Public Health Networks.
- 2.1.4.3.13. Other community-based organizations.
- 2.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
- 2.1.5. The Contractor shall utilize the Refer/Navigate database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.2. Quality Assurance
 - 2.2.1. The Contractor shall develop and implement a locally-based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:
 - 2.2.1.1. Meet the needs of individuals;
 - 2.2.1.2. Are sustained throughout the geographic area; and
 - 2.2.1.3. Produce measurable results.
 - 2.2.2. The Contractor shall conduct consumer satisfaction surveys on an ongoing basis to measure consumer satisfaction with delivered services. The Contractor shall:
 - 2.2.2.1. Utilize the Department's approved survey tool;
 - 2.2.2.2. Distribute the survey to consumers as directed by the Department;
 - 2.2.2.3. Collect completed surveys, as applicable; and
 - 2.2.2.4. Enter each completed survey into an online database as directed by the Department.
- 2.3. Outreach and Education

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 2.3.1. The Contractor shall deliver outreach and education services to promote ServiceLink services.
- 2.3.2. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.
- 2.3.3. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
- 2.3.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence with service providers including, but not limited to:
 - 2.3.4.1. Faith Based Communities and/or Parish Nurses.
 - 2.3.4.2. The Social Security Administration.
 - 2.3.4.3. Low income housing sites.
 - 2.3.4.4. Senior Centers.
- 2.3.5. The Contractor shall implement the Department-approved outreach and marketing plan, which includes, but is not limited to:
 - 2.3.5.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.
 - 2.3.5.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
 - 2.3.5.3. Strategies to assess the effectiveness of outreach and marketing activities.
 - 2.3.5.4. Feedback loops to monitor and modify outreach and marketing activities as needed.

2.4. Training

- 2.4.1. The Contractor shall ensure all staff, including but not limited to the site manager, receive training within one (1) year of hire, that includes, but is not limited to:
 - 2.4.1.1. Outreach and education trainings.

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ServiceLink Aging and Disability Resource Center Services**

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- 2.4.1.2. Person-Centered Options Counseling training.
 - 2.4.1.3. Safeguarding the confidentiality of all clients, as required by state and federal laws.
 - 2.4.1.4. Alliance of Information and Referral Standards (AIRS) Certification training.
 - 2.4.1.5. SHIP/SMP Certification through the attendance of a Medicare 101 training, or be fully SHIP-certified if the staff member is a SHIP counselor.
 - 2.4.1.6. SMP Foundations training.
- 2.5. Information & Referral/Assistance Plan and Person-Centered Options Counseling
- 2.5.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:
 - 2.5.1.1. A description of all systematic processes to ensure consistent delivery of services.
 - 2.5.1.2. All services and resources available to the population of the geographic region.
 - 2.5.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.
 - 2.5.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer/Navigate Manual, and as amended.
 - 2.5.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).
 - 2.5.5. The Contractor shall utilize the Refer/Navigate database to provide the most current information available to clients.
 - 2.5.6. The Contractor shall provide the Refer/Navigate Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer/Navigate Manual, and as amended.
 - 2.5.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
- 2.6. Specialized Care Transition Counseling and Support Services
- 2.6.1. The Contractor shall assist individuals, regardless of income, with avoiding unnecessary placements in institutional settings including, but

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not limited to nursing homes, rehabilitation facilities, and transitional housing settings.

2.6.2. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.

2.6.3. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:

2.6.3.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.

2.6.3.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contractor shall:

2.6.3.2.1. Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems;

2.6.3.2.2. Establish a process for identifying individuals and caregivers in need of transition support services;

2.6.3.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, coordination;

2.6.3.2.4. Perform consultation services for hospital staff regarding available LTSS in the community; and

2.6.3.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.

2.6.3.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services.

2.6.3.4. Engaging individuals while they are in an acute care setting in order to assist with transitioning to home and community-based settings, which includes, but is not limited to:

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- 2.6.3.4.1. Facilitating the coordination of services and supports needed for transition.
- 2.6.3.4.2. Providing individuals with a safe and secure setting.
- 2.6.3.5. Assisting in the prevention of hospital readmission.
- 2.6.4. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include, but are not limited to:
 - 2.6.4.1. Hospital and nursing home discharge planning meetings.
 - 2.6.4.2. Meetings with individuals and family members according to their preferences and goals for transition.
 - 2.6.4.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.6.4.4. Documenting contacts on behalf of transitioning individuals in the Refer/Navigate database.
 - 2.6.4.5. Developing transition plans for clients and assisting individuals with finding and accessing home and community-based services according to the transition plan.
- 2.7. Long Term Supports and Services (LTSS) Eligibility Determination Services
 - 2.7.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.
 - 2.7.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:
 - 2.7.2.1. Assisting individuals with determining appropriate payment and delivery of services.
 - 2.7.2.2. Providing individuals with financial assessment, as applicable.
 - 2.7.2.3. Assisting clients with accessing community-based LTSS programs.
 - 2.7.2.4. Developing processes for accessing public LTSS programs.
 - 2.7.2.5. Ensuring eligibility documents are completed and submitted to the Department.
 - 2.7.2.6. Collaborating with the Department to assess and determine client eligibility.

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- 2.7.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.
- 2.7.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.
- 2.7.2.9. Providing additional Person-Centered Options Counseling to individuals determined ineligible for LTSS, as appropriate.
- 2.7.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.
- 2.7.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.
- 2.7.3. The Contractor shall collaborate with State and community programs, which may include, but are not limited to, the NH Caregiver Program, home-delivered meals, congregate meals, and in-home care services, which may serve Medicare beneficiaries across New Hampshire to determine program eligibility for individuals seeking services, to facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education on Medicare and other community-based programs.
- 2.8. Specialty Program Services
 - 2.8.1. Family Caregiver Support Program Services
 - 2.8.1.1. The Contractor shall ensure staff maintain knowledge of current community resources.
 - 2.8.1.2. The Contractor shall ensure:
 - 2.8.1.2.1. A minimum of one (1) staff member is trained as a class leader in an evidence-based curriculum for caregivers, such as Powerful Tools for Caregivers (PTC); or
 - 2.8.1.2.2. A minimum of two (2) individuals in the geographic area are trained in an evidenced-based curriculum for caregivers such as the PTC curriculum.
 - 2.8.1.3. The Contractor shall facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training or other evidenced-based curriculum for caregivers to a minimum of five (5) caregivers on an annual basis.
 - 2.8.1.4. The Contractor shall facilitate caregiver support groups, as needed.

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**New Hampshire Department of Health and Human Services
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- 2.8.1.5. The Contractor shall collaborate with other caregiver support service agencies within the geographic area.
- 2.8.1.6. The Contractor shall ensure staff attend the Department's Family Caregiver Support Program meetings.
- 2.8.1.7. The Contractor shall conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population on an annual basis.
- 2.8.1.8. The Contractor shall monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.
- 2.8.1.9. The Contractor shall participate in an annual program review as determined by the Department.
- 2.8.1.10. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.8.1.11. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.8.1.12. The Contractor shall provide a minimum of bimonthly contact with the caregivers they support.
- 2.8.1.13. The Contractor shall ensure all new staff who administer the NH Family Caregiver Support Program:
 - 2.8.1.13.1. Are trained by a BEAS Designee; and
 - 2.8.1.13.2. Are monitored for progress within Program, including, but not limited to, remaining current on all Family Caregiver Support Program services, policies and procedures.
- 2.8.1.14. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.8.1.15. The Contractor shall provide copies of approved service plans and budgets to the Department's Financial Management contractor.
- 2.8.1.16. The Contractor shall comply with the Department policies and procedures relative to fiscal management for bill paying and employer of record services.

2.8.2. State Health Insurance Program (SHIP) Assistance

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- 2.8.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
- 2.8.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through SHIP.
- 2.8.2.3. The Contractor shall provide personalized counseling services.
- 2.8.2.4. The Contractor shall provide targeted community outreach in order to:
 - 2.8.2.4.1. Increase consumer understanding of Medicare program benefits; and
 - 2.8.2.4.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
- 2.8.2.5. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
 - 2.8.2.5.1. Assisting individuals with enrolling in appropriate benefit plans.
 - 2.8.2.5.2. Providing continued enrollment assistance in Medicare prescription drug coverage.
- 2.8.2.6. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.
- 2.8.2.7. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently; SHIP Training and Reporting System (STARS).
- 2.8.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services
 - 2.8.3.1. The Contractor shall educate the public on topics that include, but are not limited to:
 - 2.8.3.1.1. Part D prescription drugs in rural areas.
 - 2.8.3.1.2. Medicare preventative services.
 - 2.8.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 2.8.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses, as well as awareness of Medicare preventive services, by distributing promotional materials developed by CMS, ACL and the Department.
- 2.8.3.3. The Contractor shall implement a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month which includes, but is not limited to:
 - 2.8.3.3.1. Mailing introductory letters regarding the program to agencies which may include, but are not limited to:
 - 2.8.3.3.1.1. Town offices;
 - 2.8.3.3.1.2. Housing sites;
 - 2.8.3.3.1.3. Home health agencies;
 - 2.8.3.3.1.4. Faith-based Communities and parish nurses;
 - 2.8.3.3.1.5. Public libraries;
 - 2.8.3.3.1.6. Fuel assistance agencies;
 - 2.8.3.3.1.7. Hospital public affairs managers;
 - 2.8.3.3.1.8. Pharmacies;
 - 2.8.3.3.1.9. Medical practices and
 - 2.8.3.3.1.10. Other community partners.
 - 2.8.3.3.2. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic area served;
 - 2.8.3.3.3. Drafting scripts for radio, newspapers, and public service announcements with Department approval prior to publication; and
 - 2.8.3.3.4. Purchasing media in the local area.
- 2.8.3.4. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).

2.8.4. Senior Medicare Patrol (SMP) Services

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 2.8.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
 - 2.8.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and education outreach planning.
 - 2.8.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded Medicare awareness and coverage.
 - 2.8.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
 - 2.8.4.5. The Contractors shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
 - 2.8.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.
 - 2.8.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
 - 2.8.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.8.5. Veteran Directed Care (VDC)
- 2.8.5.1. The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VDC Program staffing requirements and procedures.
 - 2.8.5.2. The Contractor shall collaborate with and accepting referrals from:
 - 2.8.5.2.1. The White River Junction Veterans Affairs Medical Center; and

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 2.8.5.2.2. The Manchester Veterans Affairs Medical Center.
- 2.8.5.3. The Contractor shall contact veterans referred to the VDC program by telephone, email, or other recognized means of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.
- 2.8.5.4. The Contractor shall assist veterans with determining the most appropriate services that will meet their needs.
- 2.8.5.5. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
- 2.8.5.6. The Contractor shall assist veterans with meeting LTSS needs, including but not limited to, identifying backup plans of support.
- 2.8.5.7. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
- 2.8.5.8. The Contractor shall monitor veteran budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.
- 2.8.5.9. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.
- 2.8.5.10. The Contractor shall comply with staff training requirements to provide the VDC and Financial Management Services, as applicable.
- 2.8.5.11. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:
- 2.8.5.11.1. Monthly VDC calls.
- 2.8.5.11.2. VDC sponsored trainings.
- 2.8.5.11.3. VDC sponsored webinars.
- 2.8.5.12. The Contractor shall participate in VAMC quarterly program meetings.
- 2.8.5.13. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.

2.8.6. Bureau of Housing Services Assessments

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**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

2.8.6.1. The Contractor shall complete the Person-Centered Planning assessment with clients referred from the Bureau of Housing Services (BHS), at the direction of BHS, only so long as funding related to the BHS-Medicaid 1915i waiver is available to reimburse for the assistance provided.

3. Performance Measures and Reporting Requirements

- 3.1. The Contractor shall report on data collected in the Refer/Navigate system to the Department in a Department approved format, as requested.
- 3.2. The Contractor shall provide quarterly narrative reports regarding community partnerships and outreach as outlined by the Department.
- 3.3. The Contractor shall maintain a record of completed staff training and education, including Medicare training, to be made available to the Department upon request.
- 3.4. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging and agrees to enter all needed data in the database accurately and timely.
- 3.5. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department , which must include, but is not limited to:
 - 3.5.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum or other evidenced-based curriculum for caregivers.
 - 3.5.2. Number of Powerful Tools for Caregivers or other evidenced-based training session for caregivers coordinated and/or conducted annually.
 - 3.5.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers or other evidenced-based curriculum for caregiver trainings.
 - 3.5.4. Expenditures and expenses for outreach activities.
 - 3.5.5. Average annual income of caregivers including, but not limited to, those who:
 - 3.5.5.1. Receive grants;
 - 3.5.5.2. Receive training;
 - 3.5.5.3. Receive I & R supports;
 - 3.5.5.4. Receive counseling; or
 - 3.5.5.5. Participate in support groups.

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**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 3.6. The Contractor shall report on the following ACL performance measures on the SHIP/STARS Beneficiary Forms:
- 3.6.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.
 - 3.6.2. Contacts with Medicare beneficiaries under 65 – Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.
 - 3.6.3. Hard-to-Reach Contacts – Percentage of Low-income, rural, and non-native English contacts per total “hard-to-reach” Medicare beneficiaries in the State.
 - 3.6.4. Enrollment Contacts – Percentage of unduplicated enrollment contacts with one or more qualifying enrollment topics discussed per total Medicare beneficiaries in the State.
- 3.7. The Contractor shall report on the following ACL performance measures on the Monthly Outreach and Activities (AKA the Check and Balance) reports due to the Department by the 15th of each month for the prior month:
- 3.7.1. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.
 - 3.7.2. Implementation of promotional activities for Medicare’s Wellness and Preventive Screening Services.
 - 3.7.3. The number of individuals provided with education about: LIS, MSP, and Medicare prescription drug coverage in rural areas.
- 3.8. The Contractor shall demonstrate partnerships and evaluate effectiveness and lessons learned in the Quarterly SHIP and SMP progress reports.
- 3.9. The Contractor shall effectively advertise, promote, and conduct SHIP, MIPPA, and/or SMP educational outreach and/or enrollment event activities at a minimum of one (1) time per month.

4. Staffing

- 4.1. The Contractor shall ensure staff follow the National Association of Social Workers’ Code of Ethics.
- 4.2. The Contractor shall provide staff as follows:
- 4.2.1. One (1) full-time equivalent (FTE) Program Manager.
 - 4.2.2. Staff with the proper trainings and certifications to provide Information & Referral/Assistance (I&R/A) services; Person-Centered Options Counseling; and Person-Centered Transition Support.

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**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 4.2.3. Staff for the NH Family Caregiver Program at no less than .75 FTE.
- 4.2.4. Staff for the SHIP, SMP, and MIPPA services at no less than .75 FTE.
- 4.3. Criminal Background Check and BEAS State Registry Checks
 - 4.3.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
 - 4.3.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
 - 4.3.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
 - 4.3.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 4.3.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the selected Vendor. The BEAS State Registry check must be provided to the Department upon request by the Department.

5. Exhibits Incorporated

- 5.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 5.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 5.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

6. Additional Terms

- 6.1. Impacts Resulting from Court Orders or Legislative Changes

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 6.1.1. 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.
- 6.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
 - 6.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 6.3. Credits and Copyright Ownership
 - 6.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
 - 6.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
 - 6.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 6.3.3.1. Brochures.
 - 6.3.3.2. Resource directories.
 - 6.3.3.3. Protocols or guidelines.
 - 6.3.3.4. Posters.
 - 6.3.3.5. Reports.
 - 6.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 6.4. Operation of Facilities: Compliance with Laws and Regulations

**New Hampshire Department of Health and Human Services
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EXHIBIT B Amendment #2

6.4.1. 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 Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6.5. Eligibility Determinations

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

6.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

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

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

7. Records

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

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 7.1.1. 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.
- 7.1.2. 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.
- 7.1.3. 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.
- 7.1.4. Medical records on each patient/recipient of services.
- 7.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>Grafton County Senior Citizens Council, Inc.</u> Budget Request for: <u>ServiceLink Aging and Disability Resource Center Services</u> Budget Period <u>7/1/2022-6/30/2023</u> Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$244,173
2. Fringe Benefits	\$38,000
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$9,200
7. Software	\$0
8. (a) Other - Marketing/Communications	\$300
8. (b) Other - Education and Training	\$500
8. (c) Other - Other (specify below)	
<i>Other - Occupancy</i>	\$21,000
<i>Other - Equipment: Repair and Maintenance</i>	\$2,300
<i>Other - Telephone</i>	\$4,600
<i>Other - Postage</i>	\$2,800
9. Subrecipient Contracts	\$0
Total Direct Costs	\$322,873
Total Indirect Costs	\$0
TOTAL	\$322,873

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>Grafton County Senior Citizens Council, Inc.</u> Budget Request for: <u>ServiceLink Aging and Disability Resource Center Services</u> Budget Period <u>7/1/2023-6/30/2024</u> Indirect Cost Rate (if applicable) <u>0.00%</u>	
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7. Software	\$0
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8. (b) Other - Education and Training	\$500
8. (c) Other - Other (specify below)	
Other - Occupancy	\$21,000
Other - Equipment: Repair and Maintenance	\$2,300
Other - Telephone	\$4,600
Other - Postage	\$2,800
9. Subrecipient Contracts	\$0
Total Direct Costs	\$322,873
Total Indirect Costs	\$0
TOTAL	\$322,873

Contractor Initials DS
KMV

Date 5/10/2022

State of New Hampshire

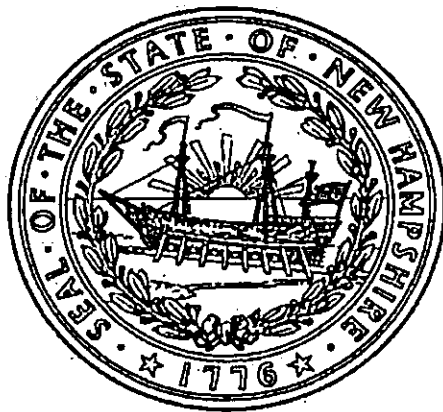
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 13, 1972. 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: 65677

Certificate Number: 0005774639



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of May A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, ROBERT B. MUIH, 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 Shafter County Senior Citizens Council, Inc.
(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 July 24, 2018, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kathleen Vasconcelos, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of SCSCC, Inc. 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: MAY 10, 2022

Robert B. Muir
Signature of Elected Officer
Name: ROBERT B. MUIH
Title: Board President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/7/2021

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

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

PRODUCER Kinney Pike Insurance Inc. 1011 North Main Street, Suite 4 White River Junction, VT 05001	CONTACT NAME: PHONE (A/C, No, Ext): (802) 295-3329		FAX (A/C, No): (802) 295-7701
	E-MAIL ADDRESS:		
INSURED Grafton County Senior Citizens PO Box 433 Lebanon, NH 03766	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Massachusetts Bay Ins Co		22306
	INSURER B : Citizens Ins. Co. of America		31534
	INSURER C : Hanover Insurance Company		22292
	INSURER D : Wesco Insurance Company		25011
	INSURER E :		
INSURER F :			

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 INSD	SUBR WVD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZDV8862911	10/25/2021	10/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 EMPLOYEE BENEFIT \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			ABV8808402-11	10/25/2021	10/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHV8882696	10/25/2021	10/25/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TBD	11/13/2021	11/13/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Workers Compensation Statutory Coverage applies in NH & FL. Robert Muh, Flora Meyer and Lawrence Kelly are Excluded Officers.

CERTIFICATE HOLDER State of NH Dept. of Health & Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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MISSION STATEMENT

The purpose of Grafton County Senior Citizens Council is to develop, strengthen, and provide programs and services that support the health, dignity, and independence of older adults and adults with disabilities living in our communities.

GRAFTON COUNTY SENIOR
CITIZENS COUNCIL, INC.

FINANCIAL STATEMENTS
September 30, 2020 and 2019

SINGLE AUDIT REPORTS
September 30, 2020

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ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of Grafton County Senior Citizens Council, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2020 and the related statement of activities and changes in net assets, functional expenses, and cash flows for the year 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 audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit 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 opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Grafton County Senior Citizens Council, Inc. as of September 30, 2020 and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Grafton County Senior Citizens Council, Inc.'s 2019 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated February 21, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended September 30, 2019, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other information

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated May 12, 2021, on our consideration of Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting and compliance.



Rowley & Associates, P.C.
Concord, New Hampshire
May 12, 2021

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENT OF FINANCIAL POSITION
September 30, 2020 With Comparative Totals for September 30, 2019
 See Independent Auditor's Report

ASSETS	Net Assets Without Donor Restriction	Net Assets With Donor Restriction	Total 2020	Total 2019
CURRENT ASSETS				
Cash and cash equivalents	\$ 551,662	\$ 25,252	\$ 576,914	\$ 259,239
Investments	245,838	-	245,838	232,350
Accounts receivable	4,737	-	4,737	4,752
Grants receivable	201,727	-	201,727	273,393
Inventories	25,815	-	25,815	23,145
Prepaid expenses	11,130	-	11,130	16,292
Deposits	16,760	-	16,760	-
	<u>1,057,669</u>	<u>25,252</u>	<u>1,082,921</u>	<u>809,171</u>
LAND, BUILDING AND EQUIPMENT, at cost				
Land, buildings and improvements	3,230,816	-	3,230,816	3,223,595
Equipment	253,244	-	253,244	234,246
Vehicles	707,649	-	707,649	637,947
	<u>4,191,709</u>	<u>-</u>	<u>4,191,709</u>	<u>4,095,788</u>
Accumulated depreciation	(2,065,539)	-	(2,065,539)	(1,913,176)
	<u>2,126,170</u>	<u>-</u>	<u>2,126,170</u>	<u>2,182,612</u>
LONG-TERM ASSETS				
Investments, Endowment	99,288	211,360	310,648	314,064
	<u>99,288</u>	<u>211,360</u>	<u>310,648</u>	<u>314,064</u>
Total Assets	<u>\$3,283,127</u>	<u>\$ 236,612</u>	<u>\$3,519,739</u>	<u>\$3,305,847</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	\$ 32,821	\$ -	\$ 32,821	\$ 75,563
Accrued expenses	133,069	-	133,069	126,243
Line of credit	-	-	-	157,000
Security deposits	325	-	325	325
	<u>166,215</u>	<u>-</u>	<u>166,215</u>	<u>359,131</u>
OTHER LIABILITIES				
SBA Payroll Protection Program loan	359,800	-	359,800	-
	<u>359,800</u>	<u>-</u>	<u>359,800</u>	<u>-</u>
NET ASSETS				
Without donor restriction:				
Operating	285,816	-	285,816	204,904
Board designated	345,126	-	345,126	334,420
Investment in fixed assets	2,126,170	-	2,126,170	2,182,612
	<u>2,757,112</u>	<u>-</u>	<u>2,757,112</u>	<u>2,721,936</u>
With donor restriction	-	236,612	236,612	224,780
	<u>2,757,112</u>	<u>236,612</u>	<u>2,993,724</u>	<u>2,946,716</u>
Total Liabilities and Net Assets	<u>\$3,283,127</u>	<u>\$ 236,612</u>	<u>\$3,519,739</u>	<u>\$3,305,847</u>

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENT OF ACTIVITIES
Year Ended September 30, 2020
With Comparative Totals For Year Ended September 30, 2019
See Independent Auditor's Report

	Net Assets Without Donor Restriction	Net Assets With Donor Restriction	Total 2020	Total 2019
SUPPORT, REVENUES AND GAINS				
Contributions:				
Local government agencies	\$ 381,434	\$ -	\$ 381,434	\$ 367,075
Senior center activities and fundraising	24,051	-	24,051	49,155
Program participant	174,870	-	174,870	236,220
General contributions and other	623,311	85,414	708,725	450,244
Contributions, non-cash	194,445	-	194,445	371,822
Special events	375	-	375	32,787
United Way agencies	-	17,668	17,668	32,293
Other Support:				
Rental income	14,932	-	14,932	19,601
Governmental programs and fees for contract services	2,156,324	-	2,156,324	2,306,212
	<u>3,569,742</u>	<u>103,082</u>	<u>3,672,824</u>	<u>3,865,409</u>
Investment revenues and gains:				
Interest income	795	-	795	-
Interest and dividends on investment and Endowment	8,127	5,247	13,374	22,406
Realized and unrealized gain on investments and Endowment, net of fees	9,312	4,974	14,286	11,660
	<u>18,234</u>	<u>10,221</u>	<u>28,455</u>	<u>34,066</u>
TOTAL SUPPORT, REVENUES AND GAINS	<u>3,587,976</u>	<u>113,303</u>	<u>3,701,279</u>	<u>3,899,475</u>
Net Assets Released From Donor Imposed Restrictions				
	<u>101,471</u>	<u>(101,471)</u>	<u>-</u>	<u>-</u>
EXPENSES				
PROGRAM SERVICES				
Senior transportation	478,694	-	478,694	611,844
Nutrition programs	1,756,724	-	1,756,724	2,140,542
Social services programs	73,881	-	73,881	104,988
Service Link	372,975	-	372,975	395,546
RSVP programs	121,215	-	121,215	116,680
Senior center activities	34,812	-	34,812	71,019
	<u>2,838,301</u>	<u>-</u>	<u>2,838,301</u>	<u>3,440,618</u>
SUPPORTING SERVICES				
Management and general	734,373	-	734,373	515,503
Fundraising	81,597	-	81,597	57,279
	<u>815,970</u>	<u>-</u>	<u>815,970</u>	<u>572,782</u>
TOTAL EXPENSES	<u>3,654,271</u>	<u>-</u>	<u>3,654,271</u>	<u>4,013,400</u>
NET INCREASE (DECREASE) IN NET ASSETS	35,176	11,832	47,008	(113,925)
NET ASSETS, BEGINNING OF YEAR	<u>2,721,936</u>	<u>224,780</u>	<u>2,946,716</u>	<u>3,060,641</u>
NET ASSETS, END OF YEAR	<u>\$ 2,757,112</u>	<u>\$ 236,612</u>	<u>\$ 2,993,724</u>	<u>\$ 2,946,716</u>

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
 STATEMENT OF FUNCTIONAL EXPENSES
 For the Year Ending September 30, 2020
 (With Comparative Totals for the Year Ended September 30, 2019)
 See Independent Auditor's Report

	PROGRAM SERVICES						SUPPORT		MEMORANDUM TOTALS		
	Senior Transportation	Nutrition	Social Services	Service Link	RSVP	Senior Activity	Total Program	Management and General	Fund Raising	2020	2019
Salaries and wages	\$ 242,000	\$ 729,711	\$ 56,026	\$ 260,268	\$ 82,646	\$ -	\$ 1,370,651	\$ 449,741	\$ 49,971	\$ 1,870,363	\$ 1,828,580
Payroll taxes	18,705	55,576	4,273	19,959	6,213	-	104,726	34,245	3,805	142,776	138,457
Fringe benefits	19,011	75,875	9,118	25,592	15,322	-	144,918	35,681	3,965	184,563	164,521
Travel	727	30,312	608	7,824	4,538	14	44,023	8,149	905	53,077	96,916
Supplies	3,334	112,910	65	7,233	458	3,718	127,718	22,186	2,465	152,369	138,167
Food and beverages	-	276,956	-	-	-	-	276,956	-	-	276,956	402,579
Donated food and beverages	-	120,014	-	-	-	-	120,014	-	-	120,014	315,476
Rent and utilities	20,184	104,214	892	18,399	1,168	-	144,857	13,500	1,500	159,857	164,513
Vehicle expense	68,176	42	-	-	-	-	68,218	-	-	68,218	86,106
Postage	290	1,966	49	1,817	1,022	330	5,474	3,766	418	9,658	8,355
Repairs and maintenance	14,044	96,545	1,089	2,196	1,212	-	115,086	6,442	716	122,244	171,380
Telephone and internet	3,485	15,310	149	5,152	583	-	24,679	3,820	424	28,923	28,728
Professional Fees	-	300	-	935	-	-	1,235	62,087	6,899	70,220	76,923
Bank and other fees	1	503	-	75	-	22	601	802	89	1,492	1,799
Interest expense	-	-	-	-	-	-	-	1,568	174	1,742	4,483
Dues and subscriptions	-	-	-	59	-	265	324	2,276	253	2,853	4,160
Insurance	29,422	61,434	974	9,294	3,988	-	105,112	13,805	1,534	120,451	110,710
Marketing/public relations	-	-	-	793	384	-	1,177	16,714	1,857	19,748	11,117
Staff development	1,533	2,121	9	242	564	-	4,469	6,596	733	11,798	11,334
Printing and copying	50	212	3	120	550	-	935	3,580	398	4,913	3,072
Volunteer recognition	19	33	-	-	-	40	92	486	54	632	3,600
Miscellaneous expenses	-	602	5	73	48	25	753	10,062	1,118	11,933	19,796
Depreciation	56,921	67,003	587	9,851	-	-	134,362	19,449	2,161	155,972	151,964
Fundraising	-	-	-	-	-	-	-	798	89	887	1,887
Technology	792	4,778	34	3,093	1,922	-	10,619	18,392	2,044	31,055	9,416
Other program expenses	-	260	-	-	597	917	1,774	-	-	1,774	14,750
Senior activity expense	-	47	-	-	-	29,481	29,528	230	26	29,783	44,612
Total Expenses	\$ 478,694	\$ 1,756,724	\$ 73,881	\$ 372,975	\$ 121,215	\$ 34,812	\$ 2,838,301	\$ 734,373	\$ 81,597	\$ 3,654,271	\$ 4,013,400

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
STATEMENTS OF CASH FLOWS
For the Years Ended September 30, 2020 and 2019
 See Independent Auditor's Report

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase (decrease) in net assets	\$ 47,008	\$ (113,925)
Adjustments to reconcile change in net assets to net unrestricted cash provided by operating activities:		
Depreciation	155,972	151,964
Contributions of fixed assets	(64,474)	(56,347)
Gain on realized & unrealized investments & Endowment	(19,197)	(18,795)
(Increase) decrease in operating assets		
Accounts receivable	15	(3,503)
Grants receivable	71,666	(95,489)
Inventories	(2,670)	1,223
Prepaid expenses	5,162	(2,979)
Deposits	(16,760)	-
Increase (decrease) in operating liabilities		
Accounts payable	(42,742)	9,097
Accrued expenses	6,826	(1,776)
Net cash provided (used) by operating activities	<u>140,806</u>	<u>(130,530)</u>
CASH FLOW FROM INVESTING ACTIVITIES:		
Proceeds from sales on investments and Endowment	192,563	373,802
Purchases of investments and Endowment	(183,438)	(80,149)
Cash paid for purchases of fixed assets	<u>(35,056)</u>	<u>(100,957)</u>
Net cash provided (used) by investing activities	<u>(25,931)</u>	<u>192,696</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net proceeds (payments) on line of credit	(157,000)	157,000
Net proceeds from SBA Payroll Protection Program	359,800	-
Net cash provided by financing activities	<u>202,800</u>	<u>157,000</u>
 Net increase in cash and cash equivalents	 317,675	 219,166
 Cash and cash equivalents, beginning of year	 <u>259,239</u>	 <u>40,073</u>
 Cash and cash equivalents, end of year	 <u>\$ 576,914</u>	 <u>\$ 259,239</u>
 SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION		
Cash paid for interest	<u>\$ -</u>	<u>\$ 4,483</u>
 Non cash contributions	 <u>\$ 197,445</u>	 <u>\$ 371,822</u>
 Cost of fixed assets acquired	 99,530	 157,304
Donation of fixed assets	<u>(64,474)</u>	<u>(56,347)</u>
Net cash paid for fixed assets	<u>\$ 35,056</u>	<u>\$ 100,957</u>

The notes to consolidated financial statements are an integral part of this statement

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2020 and 2019

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Grafton County Senior Citizens Council, Inc. (hereinafter referred to as the "Organization" or the "Council") have been prepared in conformity with Generally Accepted Accounting Principles (GAAP) as applied to not-for-profits. The Financial Accounting Standards Board (FASB) is the accepted standard-setting body for establishing accounting and financial reporting principles for not-for-profits. The more significant of the FASB's generally accepted accounting principles applicable to the Council, and the Council's conformity with such principles, are described below. These disclosures are an integral part of the Council's financial statements.

A. NATURE OF ACTIVITIES, PURPOSE AND CONCENTRATIONS

The Grafton County Senior Citizens Council, Inc. is a "not-for-profit" organization, which provides community-based services to older individuals in Grafton County, New Hampshire. These services include transportation, nutrition, and physical and social activities. The Council's program support is derived primarily from federally funded fee for service contracts and grants through the State of New Hampshire, and is supplemented by participant program related contributions. The Council also receives mission critical program support from area towns, agencies, United Way and Grafton County. The Council also allows the area Senior Centers to generate program support for activities specific to the area centers.

B. BASIS OF ACCOUNTING

The financial statements of the Organization have been prepared in the accrual basis of accounting and accordingly reflect all significant receivables, payables, and other liabilities. Consequently, revenues are recognized when earned and expenses are recognized when incurred.

C. FINANCIAL STATEMENT PRESENTATION

The Council maintains its accounting records on the accrual basis of accounting whereby revenues are recorded when earned and expenses are recorded when the obligation is incurred. The Organization reports information regarding its financial position and activities according to two classes of net assets: net assets without donor restrictions and net assets with donor restrictions.

Net Assets without Donor Restrictions – These net assets generally result from revenues generated by receiving contributions that have no donor restrictions, providing services, and receiving interest from operating investments, less expenses incurred in providing program-related services, raising contributions, and performing administrative functions.

Net Assets with Donor Restrictions – These net assets result from gifts of cash and other assets that are received with donor stipulations that limit the use of the donated assets, either temporarily or permanently, until the donor restriction expires, that is until the stipulated time restriction ends or the purpose of the restriction is accomplished, the net assets are restricted.

D. USE OF ESTIMATES

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

E. CASH, CASH EQUIVALENTS AND INVESTMENTS

For purposes of the Statements of Cash Flows, the Council considers all highly liquid investments (short-term investments such as certificates of deposits and money market accounts) with an initial maturity of three months or less to be cash equivalents. There were no cash equivalents as of September 30, 2020 and 2019.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2020 and 2019

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F. PROMISE TO GIVE

The Organization has adopted FASB ASC 958-605-20, "Accounting for Contributions Received and Contributions Made." In accordance with FASB ASC 958-605-20, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support depending on the existence or nature of any donor restrictions. Time-restricted contributions are required to be reported as temporarily restricted support and are then reclassified to unrestricted net assets upon expiration of time restriction. Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. The organization uses the allowance method for recognition of uncollectable amounts. There were no uncollectable amounts at September 30, 2020 and 2019, respectively.

G. IN-KIND AND NON-CASH CONTRIBUTIONS

Contributed Services

The Council receives donated services from a substantial number of unpaid volunteers who have made significant contributions of their time to the general operations of the Council. No amounts have been recognized in the accompanying statement of activities because the criterion for recognition of such volunteer effort is that services must be specialized skills, which would be purchased if not donated. Service contributed for the year ended September 30, 2020 and 2019 amounted to 35,665 and 54,219 hours, respectively. If valued at the New Hampshire minimum wage of \$7.25 per hour the contributed services would total \$258,571 and \$393,088, respectively.

Contributed goods

The Council receives donated goods throughout the year. Contributed goods can include food supplies and equipment. For financial reporting purposes the items contributed have been recorded at their fair market value at the date of the contribution. Any equipment contributed is capitalized and depreciated over its estimated useful life.

For the year ended September 30, 2020 contributed food, supplies, and fixed assets were \$121,701, \$8,270 and \$64,474, respectively. For the year ended September 30, 2019 contributed food, supplies, and fixed assets were \$310,064, \$5,411 and \$56,347, respectively.

H. INCOME TAXES

The Council has been notified by the Internal Revenue Service that it is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The Council is further classified as an organization that is not a private foundation under Section 509(a)(3) of the Code. The most significant tax positions of the Council are its assertion that it is exempt from income taxes and its determination of whether any amounts are subject to unrelated business tax (UBIT). The Organization follows the guidance of Accounting Standards Codification (ASC) 740, Accounting for Income Taxes, related to uncertain income taxes, which prescribes a threshold of more likely than not for recognition and recognition of tax positions taken or expected to be taken in a tax return. All significant tax positions have been considered by management. It has been determined that it is more likely than not that all tax positions would be sustained upon examination by taxing authorities. Accordingly, no provision for income taxes has been recorded.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2020 and 2019

I. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

I. INVESTMENTS

The Council has adopted FASB ASC 958-320, "Accounting for Certain Investments Held by Not-for-Profit Organizations." Under FASB ASC 958-320, investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increase in unrestricted net assets if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized.

J. ACCOUNTS RECEIVABLE

Accounts receivable are comprised of amounts due from customers for services provided. The Council considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been established. If accounts become uncollectible, they will be charged to operations when that determination is made. Collections on accounts previously written off are included in revenue as received.

K. GRANTS RECEIVABLE

The grants receivable consist of amounts to be received by the Council from Federal and State governments. The amounts to be received include receivables for program services already rendered under contract agreements with the government. No allowance for doubtful accounts has been established for accounts receivable.

L. LAND, BUILDINGS, AND EQUIPMENT

Land, buildings and equipment are recorded at cost at the date of acquisition or fair market value at the date of the gift. The Council's policy is to capitalize all land, buildings and equipment in excess of \$1,000 (lesser individual item amounts are generally expensed) and to depreciate these assets using the straight-line method of depreciation over their estimated useful lives as follows:

	<u>Years</u>
Buildings and improvements	7-50
Equipment	5-20
Vehicles	5-7

Depreciation expense recorded by the Council for the years ended September 30, 2020 and 2019 was \$155,972 and \$151,964, respectively.

M. ALLOWANCE FOR DOUBTFUL ACCOUNTS

The Council provides, when necessary, for an allowance for doubtful accounts when accounts or pledges receivable are not deemed fully collectible. At September 30, 2020 and 2019, there was no allowance for doubtful accounts.

N. INVENTORY

Inventory is stated at the lower of cost (specific identification method) or market and is comprised of food items.

O. FINANCIAL INSTRUMENTS

The carrying value of cash and cash equivalents, accounts and grants receivable, prepaid expenses, inventories, accounts payable, accrued expenses and line of credit are stated at carrying cost at September 30, 2020 and 2019, which approximates fair value due to the relatively short maturity of these instruments. Other financial instruments held at year-end are investments, which are stated at fair value.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2020 and 2019

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

P. NEW ACCOUNTING PRONOUNCEMENT

During the year ended September 30, 2019, the Council adopted the requirements of the Financial Accounting Standards Board's Accounting Standards Update No. 2016- 14—Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities (ASU 2016- 14). This Update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return between not-for-profit entities. A key change required by ASU 2016-14 is the net asset classes used in these financial statements. Amounts previously reported as unrestricted net assets are now reported as net assets without donor restrictions and amounts previously reported as temporarily restricted net assets and permanently restricted net assets are now reported as net assets with donor restrictions.

Q. RECLASSIFICATION

Certain financial statement and note information from the prior year financial statements has been reclassified to conform with current year presentation format.

2. SUBSEQUENT EVENT

The Organization's management has evaluated subsequent events through May 12, 2021, which is the date the financial statements were available to be issued. It has been determined that no subsequent events matching this criterion occurred during this period.

3. FUNCTIONAL EXPENSES

Expenses by function have been allocated between program and supporting services classifications on the basis of time records, units of service and estimates made by the Council's management.

4. COST ALLOCATION

The costs of providing the various programs and other activities have been summarized on a functional basis in the statements of activities and functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited based on estimates that are based on their relationship to those activities. consistently applied. Those expenses include payroll and payroll related expenses and occupancy costs. Occupancy costs are allocated based on square footage. Payroll and payroll related expenses are based on estimates of time and effort. Other cost allocations are based on the relationship between the expenditure and the activities benefited.

5. CONCENTRATION OF CREDIT RISK

At September 30, 2020 and 2019, the carrying amounts and bank balances with financial institutions of the Council's cash deposits are categorized by "credit risk" as follows:

Category 1	Deposits that are insured by the Federal Deposit Insurance Corporation (FDIC) Or collateralized by securities held by the Council (or its agent) in the Council's name.
Category 2	Deposits that are uninsured and collateralized by securities that are held by the pledging institution's trust department (or agent) in the Council's name.
Category 3	Deposits that are uninsured and uncollateralized or collateralized by securities that are held by the pledging institution's trust department (or agent) but not in the Council's name.

At various times throughout the year, the Council may have cash balances at the financial institution that exceeds the insured amount. Management does not believe this concentration of cash results in a high level of risk for the Council. At September 30, 2020 and 2019, the Organization had \$320,276 and \$0 in uninsured cash balances, respectively.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2020 and 2019

6. INVESTMENTS AND INVESTMENTS, ENDOWMENT

The Council maintains individual and pooled investments containing both restricted and unrestricted funds. Investment income, gains, losses, and management fees of any pool are allocated to activities based on each activity's pro-rata share (on dollar and time basis) in the pool. Investments in marketable equity securities and marketable debt securities are carried at fair market value determined by "quoted market prices" per unit (share) as of the balance sheet date. All other investments are stated at cost. Donated investments are recorded at the "fair market value" as of the date of receipt. Investment income, realized and unrealized gains, losses, dividends and interest unrestricted activities are recorded as operating activities. Investment interest and dividend income on restricted activities is added to, or deducted from, the appropriate activity.

All investments without donor restriction are Board designated. Investments were comprised of the following:

	<u>2020</u>	<u>2019</u>
Investments:		
Money Markets	\$ 12,564	\$ 8,246
Bond Mutual Funds	106,180	106,934
ETFs	<u>127,094</u>	<u>117,170</u>
	<u>\$245,838</u>	<u>\$232,350</u>

FASB Accounting Standards Codification Topic 820-10 *Fair Value Measurements* defines fair value, requires expanded disclosures about fair value measurements, and establishes a three-level hierarchy for fair value measurements based on the observable inputs to the valuation of an asset or liability at the measurement date. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It prioritizes the inputs to the valuation techniques used to measure fair value by giving the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurement).

Under Topic 820-10, the three levels of the fair value hierarchy are as follows:

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that the Organization has the ability to access at the measurement date.

Level 2 inputs are inputs other than quoted prices included in Level 1 that are either directly or indirectly observable for the assets or liabilities.

Level 3 inputs are unobservable inputs for the assets or liabilities.

The level in the fair value hierarchy within which a fair measurement in its entirety falls is based on the lowest level input that is significant to the fair value measurement in its entirety.

All investments are measured at Level 1. Inputs to the valuation methodology are unadjusted quoted prices for identical assets in active markets. None of the investments are Level 2 or Level 3 investments.

The Investment, Endowment was comprised of the following:

	<u>2020</u>	<u>2019</u>
Investment , Endowment		
Money Markets	\$ 5,207	\$ 3,915
Bond Mutual Funds	136,465	145,505
ETFs	<u>168,976</u>	<u>164,644</u>
Total	<u>\$310,648</u>	<u>\$ 314,064</u>

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
Years Ended September 30, 2020 and 2019

6. INVESTMENTS AND INVESTMENTS, ENDOWMENT (Continued)

Endowment Funds and Net Assets

In August 2008, the Financial Accounting Standards Board issued FASB Accounting Standards Codification Topic 958-205 "*Endowments of Not-for-Profit Organizations: Net Asset Classification of Funds Subject to an Enacted Version of the Uniform Prudent Management of Institutional Funds Act, and Enhanced Disclosures for All Endowment Funds*" (FASB ASC Topic 958-205).

Topic 958-205 provides guidance on the net asset classification of donor-restricted endowment funds for a nonprofit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA). Topic 958-205 also requires additional disclosures about an organization's endowment funds (both donor-restricted endowment funds and board-designated endowment funds) whether or not the organization is subject to UPMIFA.

The State of New Hampshire enacted UPMIFA effective July 1, 2008, the provisions of which apply to endowment funds existing on or established after that date. The Organization has adopted Topic 958-205. The Organization's endowment consists of donated common stocks and purchased mutual funds established for a variety of purposes that support the Organization's mission. Its endowment includes both donor-restricted and funds designated by the Board of Directors to function as endowments. As required by generally accepted accounting principles, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (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 stipulation to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

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

- 1) The duration and preservation of the various funds
- 2) The purposes of the donor-restricted endowment funds
- 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

Investment Return Objectives, Risk Parameters and Strategies

The Endowment Fund was established to provide a source of continued support for the service provided by the Council. The finance committee has the authority to invest in mutual funds, cash or cash equivalents or Electronically Traded Funds (ETF) in proportions at their discretion. The Endowment Fund is invested with a recommended mix of approximately 53% equities, 46% fixed income and 1% cash and cash equivalents.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2020 and 2019

6. INVESTMENTS AND INVESTMENTS, ENDOWMENT (Continued)

Spending Policy

The spending policy is to take distributions of annual amounts of 5% of the trailing eight quarter average value of the fund assets. However, 83% of the balance of the fund may be spent if authorized by a majority vote of the Board of Directors. The remainder of the fund is made up of net assets with donor restrictions in perpetuity. These donor restricted funds allow for the earnings to be released for spending each year.

The composition of endowment net assets and the changes in endowment net assets as of September 30, 2020 and 2019 are as follows:

	<u>Board Designated</u>	<u>Restricted in Perpetuity</u>	<u>Total</u>
Endowment net assets, September 30, 2018	\$ 203,005	\$211,731	\$414,736
Net, contributions/withdrawals	(90,307)	-	(90,307)
Investment income	5,405	6,546	11,951
Net appreciation	2,976	4,344	7,320
Withdrawals in accordance with spending policy	<u>(19,009)</u>	<u>(10,627)</u>	<u>(29,636)</u>
Endowment net assets, September 30, 2019	<u>\$ 102,070</u>	<u>\$211,994</u>	<u>\$314,064</u>
Net, contributions/withdrawals	2,657	-	2,657
Investment income	2,449	5,247	7,696
Net appreciation	1,922	4,974	6,896
Withdrawals in accordance with spending policy	<u>(9,810)</u>	<u>(10,855)</u>	<u>(20,665)</u>
Endowment net assets, September 30, 2020	<u>\$ 99,288</u>	<u>\$211,360</u>	<u>\$310,648</u>

7. COMPENSATED ABSENCES

Employees of the Organization are entitled to paid vacation depending on job classification, length of service, and other factors. The statement of financial position reflects accrued vacation earned, but unpaid as of September 30, 2020 and 2019 in the amounts of \$84,830 and \$81,797, respectively.

8. LINE OF CREDIT

The Council has a \$350,000 line of credit at an area bank, unsecured, with a variable interest rate equal to the Wall Street Journal Prime Index. The line of credit expires May 15, 2021. The interest rate at September 30, 2020 and 2019 was 3.25% and 3.75%, respectively. Interest payments are required monthly. The outstanding balance as of September 30, 2020 and 2019 was \$0 and \$157,000, respectively.

9. CONTINGENT LIABILITIES

Grants often require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of the funds to the grantors. Although the return of the funds is a possibility, the Board of Directors deems the contingency unlikely, since by accepting the grants and their terms, it has made a commitment to fulfill the provisions of the grant.

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2020 and 2019

10. LEASE OBLIGATION

In May 2011, the Council entered into an agreement to lease property in Littleton over twenty years in an amount equal to the tax assessment of the property, payable in monthly installments. During the years ended September 30, 2020 and 2019, respectively, the Council expensed rent in the amount of \$4,200 related to the lease.

The Council leases its property in Littleton. As of the date of this report the Council is operating under a verbal agreement. During the years ended September 30, 2020 and 2019, respectively, the Council expensed rent in the amount of \$16,474 and \$15,686 related to the lease, respectively.

In November 2019 the Council entered a new lease agreement for additional space in Littleton. This is a three-year lease expiring in October 2022. Rent expense related to this lease was \$5,390 and \$0, respectively for the years ended September 30, 2020 and 2019.

The Council leases a property in Lincoln, New Hampshire. The current lease agreement expires in December 2023. During the years ended September 30, 2020 and 2019, respectively, the Council expensed rent in the amount of \$12,442 and \$12,216 related to this lease.

In October 2020 the Council renewed a one-year lease of property in Bristol, New Hampshire. The agreement expires in October 2021. During the years ended September 30, 2020 and 2019, respectively, the Council expensed rent in the amount of \$10,200 and \$10,800, respectively related to this lease. The rent was temporarily decreased due to the lack of use due to Covid-19.

In January 2021 the Council renewed a one-year agreement to lease property in Orford, New Hampshire. The agreement expires in December 2020. During the years ended September 30, 2020 and 2019, respectively, the Council expensed rent in the amount of \$4,350 and \$4,980, respectively related to the lease.

In January 2016 the Council entered a ten-year agreement with the town of Canaan to mutually maintain the Indian River Grange Hall. In lieu of rent the Council maintains the utility and custodial costs of operating the Grange Hall.

Future minimum lease payments on the above leases as of September 30 are:

2021	\$ 25,118
2022	27,734
2023	22,558
2024	4,200
2025	4,200
Thereafter	<u>44,800</u>
	<u>\$ 128,610</u>

The Council also leases office equipment under short-term operating lease agreements.

11. ECONOMIC DEPENDENCY

The Council receives a substantial amount of its revenues and support under federal and state funded fee for service contracts, grants and programs (primarily passed through the State of New Hampshire). If a significant reduction or delay in the level of support were to occur, it may have an effect on the Council's programs and activities.

The following reflects activity for the year ended September 30, 2020:

Federal and State Funded Contracts, Grants and Programs	\$2,156,324
Percentage of Total Support and Revenues	58%

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2020 and 2019

12. BOARD-DESIGNATED NET ASSETS

Board designated net assets consist of the following at September 30:

	<u>2020</u>	<u>2019</u>
Investment reserve	\$ 64,796	\$ 60,362
Mascoma area reserve	24,032	22,588
Plymouth reserve	10,265	9,650
Littleton reserve	105,655	100,571
Horse Meadow reserve	41,090	39,179
GCSCC Endowment fund	<u>99,288</u>	<u>102,070</u>
Total board designated net assets	<u>\$ 345,126</u>	<u>\$ 334,420</u>

13. NET ASSETS WITH DONOR RESTRICTION

Net assets subject to expenditure for specific purpose or time:

	<u>2020</u>	<u>2019</u>
Marketing & development	\$ 2,020	\$ -
Hypertherm HOPE Foundation	-	5,250
Basket Raffle	556	556
United Way receivable	-	5,263
Food Pantry	1,462	1,462
Plymouth Kitchen	-	255
Tufts health plan	1,804	-
Bus matches	13,300	-
Shelf stable food	1,110	-
NHCF for arts	<u>5,000</u>	<u>-</u>
Subtotal	<u>25,252</u>	<u>12,786</u>

Net assets subject to restriction in perpetuity:

Clapper Memorial Fund	33,819	34,005
Jean Clay fund	<u>177,541</u>	<u>177,989</u>
Subtotal	<u>211,360</u>	<u>211,994</u>

Total Net Assets With Donor Restriction	<u>\$236,612</u>	<u>\$224,780</u>
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14. LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Council has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. The Council's primary source of support is grants and tuition. That support is held for the purpose of supporting the Council's budget. The Council had the following financial assets that could be readily made available within one year to fund expenses without limitations:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 576,914	\$259,239
Investments	245,838	232,350
Accounts receivable	4,737	4,752
Grants receivable	<u>201,727</u>	<u>273,393</u>
	1,029,216	769,734
Less amounts subject to:		
Maturity in less than one year	-	(157,000)
Donor imposed restriction	<u>(236,612)</u>	<u>(224,780)</u>
	<u>\$ 792,604</u>	<u>\$ 387,954</u>

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO FINANCIAL STATEMENTS
 Years Ended September 30, 2020 and 2019

15. FAIR VALUE MEASUREMENTS

In accordance with FASB ASC 820, *Fair Value Measurements and Disclosures*, the Council is required to disclose certain information about its financial assets and liabilities. Fair values of assets measured on a recurring basis at September 30 were as follows:

	<u>Fair Value</u>	Quoted Prices in Active Markets For Identical Assets (Level 1)	Significant other Observable Inputs (Level 2)
<u>2020</u>			
Investments & Endowment	\$ 556,486	\$ 556,486	\$ -
Accounts receivable	4,737	-	4,737
Grants receivable	<u>201,727</u>	<u>-</u>	<u>201,727</u>
	<u>\$ 762,950</u>	<u>\$ 556,486</u>	<u>\$ 206,464</u>
<u>2019</u>			
Investments & Endowment	\$ 546,414	\$ 546,414	\$ -
Accounts receivable	4,752	-	4,752
Grants receivable	<u>273,393</u>	<u>-</u>	<u>273,393</u>
	<u>\$ 824,559</u>	<u>\$ 546,414</u>	<u>\$ 278,145</u>

Fair values for investments were determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of accounts and grants receivable are estimated at the present value of expected future cash flows.

NOTE 16. RENTAL INCOME

The Council allows the public to rent its senior center space for various small events. The Council charges rent per the hour and provides discounts to non-profit organizations. There were no rental agreements as of the date of this report. Rental income for the years ended September 30, 2020 and 2019 were \$14,932 and \$19,601, respectively. There is no required future minimum rental income.

16. SBA PAYROLL PROTECTION PROGRAM LOAN

On April 23, 2020 the Council received approval of a loan from The U.S. Small Business Administration as part of the Paycheck Protection Program in the amount of \$359,800. This loan calls for interest fixed at 1%. No payments were required for six months from the date of the loan. This note was to mature two years from the date of first disbursement of the loan.

This loan was forgiven under the provisions of Section 1106 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (P.L. 116-136) on January 21, 2021.

17. RISKS AND UNCERTAINTIES – COVID-19

As a result of the spread of the COVID-19 coronavirus, economic uncertainties have arisen which may negatively impact future financial performance. The potential impact of these uncertainties is unknown and cannot be estimated at the present time.

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

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

To the Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of Grafton County Senior Citizens Council, Inc. (a nonprofit organization), which comprise the statement of financial position as of September 30, 2020, and the related statements of activities and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated May 12, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Grafton County Senior Citizens Council, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control.

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

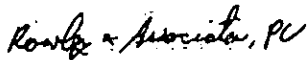
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not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

Compliance and Other Matters

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

Purpose of this Report

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



Rowley & Associates, P.C.
Concord, New Hampshire
May 12, 2021

ROWLEY & ASSOCIATES, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

MEMBER
AMERICAN INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS

46 N. STATE STREET
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE (603) 228-5400
FAX # (603) 226-3532

MEMBER OF THE PRIVATE
COMPANIES PRACTICE SECTION

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors
Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Grafton County Senior Citizens Council, Inc.'s compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of Grafton County Senior Citizens Council, Inc.'s major federal programs for the year ended September 30, 2020. Grafton County Senior Citizens Council, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Grafton County Senior Citizens Council, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Grafton County Senior Citizens Council, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Grafton County Senior Citizens Council, Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Grafton County Senior Citizens Council, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2020.

Report on Internal Control over Compliance

Management of Grafton County Senior Citizens Council, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Grafton County Senior Citizens Council, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Grafton County Senior Citizens Council, Inc.'s internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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



Rowley & Associates, P.C.
Concord, New Hampshire
May 12, 2021

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended September 30, 2020

SECTION I – SUMMARY OF AUDITOR’S RESULTS

1. The auditor’s report expresses an unqualified opinion on the financial statements of Grafton County Senior Citizens Council, Inc.
2. No significant deficiencies relating to the audit of the financial statements are reported in the Independent Auditor’s Report.
3. No instances of noncompliance material to the financial statements of Grafton County Senior Citizens Council, Inc., which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs are reported in the Independent Auditor’s Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance. No Material weaknesses are reported.
5. The auditor’s report on compliance for the major federal award programs for Grafton County Senior Citizens Council, Inc. expresses an unqualified opinion on all major federal programs.
6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.
7. The programs tested as major programs were:
 - Federal Program Cluster:
 - Title IIIB, Supportive Services and Senior Center 93.044
 - Title IIIC, Nutrition Services 93.045
 - Nutrition Services Incentive Program – Food Distribution 93.053
8. The threshold used for distinguishing between Type A and B programs was: \$750,000.
9. Grafton County Senior Citizens Council, Inc. qualified as a low-risk auditee.

SECTION II – FINANCIAL STATEMENT FINDINGS

No Matters Were Reported

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

No Matters Were Reported

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
 Year Ended September 30, 2020

Federal Grantor/Pass-Through Grantor/Program or Cluster Title	Federal CFDA #	Federal Expenditures
AGING-CLUSTER		
US DEPARTMENT OF HEALTH AND HUMAN SERVICES		
<i>Passed through the NH Department of Health and Human Services</i>		
Title IIIB, Supportive Services and Senior Centers	93.044	\$ 110,168
Title IIIC, Nutrition Services Incentive Program	93.045	523,979
Nutrition Services Incentive Program - Food Distribution	93.053	<u>118,681</u>
TOTAL AGING-CLUSTER		<u>752,828</u>
OTHER PROGRAMS		
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE		
<i>Direct Program</i>		
Title IIA, Retired and Senior Volunteer Program (RSVP)	94.002	98,528
US DEPARTMENT OF HEALTH AND HUMAN SERVICES		
<i>Passed through the NH Department of Health and Human Services</i>		
Title XX, Social Services Block Grant	93.667	<u>189,126</u>
TOTAL OTHER PROGRAMS		<u>287,654</u>
TOTAL EXPENDITURES OF FEDERAL AWARDS		<u><u>\$ 1,040,482</u></u>

The accompanying notes are an integral part of this schedule

GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended September 30, 2020

NOTE 1 – BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal grant activity of Grafton County Senior Citizens Council, Inc. under programs of the federal government for the year ended September 30, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Grafton County Senior Citizens Council, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Grafton County Senior Citizens Council, Inc.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, *Cost Principles for Non-profit Organizations*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 – INDIRECT COST RATE

Grafton County Senior Citizens Council, Inc. has elected to use the 10% de minimis indirect cost rate as allowed under the Uniform Guidance.



GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC.

BOARD OF DIRECTORS

2021

Officers

	Term	Committees
President Bob Muh	2nd (2022)	Executive Marketing & Dev.
Vice President Bill Geraghty	1st (2022)	Executive Governance (Chair) Finance Personnel
Treasurer Dean Cashman	1st (2022)	Executive Finance (Chair)
Secretary Martha Richards	2nd (2022)	Executive Governance Strategic Planning

Directors

Ralph Akins	3rd (2022)	Facilities
Neil Castaldo	2nd (2022)	Strategic Planning (Chair) Executive
Lori Fortini	1st (2022)	Program Planning & Evaluation
Carol Govoni	2nd (2022)	Personnel (Chair)
Bill Karkheck	1st (2024)	Facilities
Shauna Kimball	1st (2024)	Marketing & Development
Craig Labore	3rd (2024)	Program Planning & Evaluation (Chair)
Steve Marion	2nd (2022)	Strategic Planning
Doug Menzies	1st (2022)	Marketing & Development
Natalie Murphy	1st (2022)	Program Planning & Evaluation
Samantha Norrie	1st (2024)	Finance
Christine St. Laurent	1st (2024)	Program Planning & Evaluation

Alison H. Morgan

CAREER OBJECTIVE

To continue in the field of Social Services preferably in administration.

EXPERIENCE

ServiceLink of Grafton County Director July, 2014 – Present

Hiring and supervision of staff, establish and monitor program budget, work in collaboration with ServiceLink Advisory Board, GCSCC Board of Directors and the Department of Health and Human Services in developing and carrying out services as outlined in the agreement with the Department.

Southern New Hampshire Services – Housing May, 2013 - Present

Responsible for eligibility for independent senior housing, implementation of HUD and EIV regulations.

State of New Hampshire – Head Start State Collaboration Office May, 2013 – October, 2013

Contract position to research and analyze data on School Readiness and Family Engagement collected by the five New Hampshire Head Start programs and the Department of Education to determine outcomes in each area.

Tri County Community Action Head Start September, 1993 – May, 2013

2002 – 2013 Program Director

Established and monitored program budget, grant writing, training for all staff and volunteers, on-going training and technical assistance to the CAP Board of Directors, creation and implementation of program goals, research and development of the Community Needs Assessment for the three Northern New Hampshire Counties, established policies and procedures for volunteers, created collaborative agreements with school departments and community agencies, interpretation and implementation of federal and state regulations, program design and management.

1999 - 2002 Assistant Director

Clinical supervision of Area Coordinators/Service Managers, established training for all staff based on identified needs and mandates, designed and implemented personnel appraisal process, monitored training budget.

1994 – 1999 Family Services Manager/Area Coordinator

Established and monitored social services delivery systems, provided training and technical assistance to Managers and staff, provided direct supervision to local site staff in all component areas (Education, Nutrition, Transportation, Health), established and monitored child abuse and neglect policies and procedures.

1993 – 1994 Family Support Coordinator

Recruitment and registration of children and families entering into the program, assisting families with on-going social service, health and nutrition needs, community advocacy and developing and working with volunteer parent groups.

Loon Mountain Corporation

November, 1991 – September, 1993

Director, Children's Programs

Established and supervised programs for children 6 weeks to 12 years old.

**State of New Hampshire – Division for Children
Youth and Families**

June, 1983 – November, 1991

Supervisor

Supervision of direct service workers and child protection workers in all areas of community networking and coordination of services to families, implementation of state and federal law, managed budgets and provided training on local and state levels.

Nashua Children's Association, Nashua New Hampshire

September, 1982 – June, 1983

Family Counselor

Provided direct services for families with children at risk of being placed out of the home, intake and referrals, established policies and procedures, developed monthly statistical reports for the Board of Directors.

Youth Adult Council, Westport, Connecticut

August, 1981 – September, 1982

Family Services Coordinator

Crisis counseling for youth under the age of 18 and their families, career counseling, job placements, design and implementation of educational and recreational programs, grant writing.

EDUCATION

University of Connecticut

Graduate School of Social Work – 16 credits

Southern Connecticut State University

BS – Accredited degree in Social Work with double minor in Child Psychology and Sociology. 1981
Graduated with honors.

HONORS and AWARDS

Who's Who in American Colleges and Universities, 1981

Head Start Social Services Competency Based Panel Member, Washington, DC

New England Head Start Association – NH Director Representative 2006 – 2013

Treasurer 2008 - 2012

COMMUNITY SERVICE

Board of Director's Chairperson, Franconia Children's Center 1994 – 1997 and present

Vice Chairperson, Lafayette Regional School Parent's Association 2000 – 2004

Volunteer Coordinator, Profile Booster Club 2006 – 2010

Annual fundraiser volunteer for Franconia Food Pantry 2010 - present

Betsey L. Cheney

OBJECTIVE

To work for a business that I can respect and where I am respected as a person; with leadership that expresses clear goals and rules; where I may use my abilities and experience to become an essential member of a smooth running team.

EXPERIENCE

Senior

Accountant

2017 - Current

Grafton County Senior Citizens Council, Inc., Lebanon, NH

Responsibilities: Under the general direction of the Associate Director, oversees the accounting, budget, financial reporting and audit activities of the Grafton County Senior Citizens Council. Financial Software used: QuickBooks

Finance

Director

2009 - 2017

Grafton County Senior Citizens Council, Inc., Lebanon, NH

Responsibilities: Under the general direction of the Executive Director, oversees the accounting, budget, financial reporting and audit activities of the Grafton County Senior Citizens Council. Financial Software used: QuickBooks

1992-2009

Finance

Manager

2005 -2009

Vermont Public Transportation Association, White River Jct., VT

Responsibilities: Oversee a modular fund accounting system covering a budget in excess of \$10 million subject to governmental audit standards. Perform all duties necessary from daily entries into subsidiary ledgers to analyze and provide monthly financial statements to the Board. Modules included Accounts Payable, Accounts Receivable, Payroll and General Ledger. Financial Software used: Microsoft Great Plains Dynamics. Coordinate and execute the closing of the current office with the current ongoing demands of business.

Medicaid Program Coordinator

1997 - 2005

Responsibilities: Oversee the Medicaid Program. Research and compile data as requested by Executive Director, Board of Directors, and State Officials. Develop new software with computer consultant for reconciling and reporting statistical data in a progressive manner. Answer Medicaid/Reach Up questions from Brokers, drivers and clients. Seek approval from Medicaid for Client's out-of-state trips, and mediate conflicts between the aforementioned parties. Bill Ladies First Program for trips provided by Brokers, update statistical data and provide data needed for contract renegotiation. Reconcile month's end financial accounts in Accounts Receivable, Accounts Payable, and analyze financial data for Finance Manager as requested. Back up to Finance Manager. Financial Software used: Real World and Microsoft Great Plains Dynamics.

Medicaid

Assistant

1992 -1997

Responsibilities: Reconcile Medicaid Remittance Advice from Electronic Data Systems (EDS) to each Broker's Program Reports and prepare documentation for payment. Bill Reach Up trips and assist in the payment process of bills. Enter and compile monthly statistical reports for billed Medicaid and Reach Up trips for Brokers. Maintain backup files for Medicaid/Reach Up Program.

Accounts

Payable

1988 - 1989

The Hitchcock Clinic, Hanover, NH

Responsibilities: Match incoming invoices and purchase orders. Code and data entry of invoices for payment and general ledger distribution. Proof voucher printouts, issuance of checks, disbursement registers, and resolution of problems with patients and vendors.

EDUCATION

Plymouth State College, Plymouth, N.H., B.S. Business Administration, Accounting, 1978

Lebanon College, Lebanon, N.H., Computer Certificate Program, 1992

Carole Zangla

DEGREES AND CERTIFICATES

- B.A. Professional Studies/Psychology – Summa Cum Laude
- A.S. Human Services
- A.S. Criminal Justice
- Certified Health Information Specialist inclusive of HIPAA and confidentiality regulation
- Current CPR certification

TRAININGS/ SEMINARS ATTENDED

- Springfield College –Leadership Seminars
- Springfield College – Seminars Dealing with Difficult People
- NH Adult Protective Services – Reporting
- NH Bureau of Elderly and Adult Service – Elder Abuse
- NH Division of Community Based Care – Indications of Abuse
- Implementing Evidence-Based Policies and Practices in Community
- Evidence-Based Policies and Practices
- Trained in Word, Excel, PowerPoint, and Access
- Communication
- Ongoing Nutrition Classes

PROFESSIONAL AFFILIATIONS

- Reparative board member for the Community Justice Center
- COSA volunteer for the Community Justice Center
- Community council member for the Offender Reentry Program
- Certified volunteer for the Vermont Department of Corrections, including onsite facilities' access
- Advocate for the Equal Exchange TimeBank
- Member of the Benevolent Protective Order of the Elks
- Member of the Women's Aux of the American Legion

WORK HISTORY

- 2013-Present – Director, Littleton Area Senior Center, Grafton County Senior Citizens Council, Inc. (GCSCC)
- 2011- 2013 – Home Delivered Meals Program Coordinator –Littleton Area Senior Center of GCSCC

- 2010-2012- Volunteer coordinator for the Equal Exchange TimeBank
 - * Responsible for volunteer coordination, marketing, recruiting, outreach, and training
- 2009-2011 - Caledonian-Record
 - *Position ended due to restructuring
- 2010 - Internship with Area Agency On Aging
 - *Worked with the elderly, completed intake, and conducted outreach
- 2008-2012- full-time student–Johnson State College
- 2006-2008 ADA (assistant district administrator) of Challenger Sports Program (A city-wide recreational program for handicapped youth) – FL
 - * Implemented and organized recreational programs for mentally and physically disabled children. Facilitated placements and referrals regarding handicapped youth within the community. Responsible for intake, scheduling, and volunteers.
- 2004-2006 President Cape Coral Softball and ADA of Challenger Sports Program– FL
 - *Responsible for upper level management of a citywide recreational program as well as the Challenger Program, which served physically and mentally handicapped youth. Authored unique waivers for established organizations gaining programs for the handicapped. Facilitated board meetings subject to Robert’s Rules of Order and public disclosure.
- 2000-2004 Vice-President of Cape Coral Softball – FL
 - *Responsible for various clerical duties, public relations, program development, community interaction, and employee relations.

Kathleen M. Vasconcelos

SUMMARY OF SKILLS AND EXPERIENCE

Management:

- Association and nonprofit operations management.
- Development of strategic plans, annual budgets, and goals for a nonprofit organization.
- Collaboration with Board members and management to further the organization's mission and goals.
- Hiring and training of new staff members.
- Leading teams to achieve organizational goals.
- Management and implementation of programs and program evaluations.
- Leading regular staff meetings and planning sessions.
- Collaborative team player who develops and maintains relationships with colleagues at every level of the organization and throughout the industry.

Marketing and Communications:

- Writing grant applications and funding proposals.
- Preparing marketing and communications plans.
- Managing the creation of annual reports, newsletters, program reports, brochures, video scripts, research reports, and board minutes.
- Managing a communications calendar.
- Creation of presentations.
- Public speaking to audiences including Board members, donors, government entities, and the general public.
- Writing press releases for media outlets nationwide.
- Participation in media interviews with local and national outlets, including The Washington Post, ABC-7 in Washington, DC, Associated Press, and Reuters.
- Strategic use of social media, including Facebook, YouTube, Twitter, and LinkedIn, to promote the organization's mission and specific programs.

Development:

- Management of fundraising efforts, including major gifts and annual giving.
- Developing and maintaining relationships with high-level donors, to further the organization's mission, raise funds, and educate donors about programs.
- Creation of written requests for funding from individuals, foundations, corporations, and government entities.
- Preparing reports for donors to highlight program accomplishments and metrics.
- Development of strategic fundraising plans and the tactics to implement the plans.

WORK EXPERIENCE
Grafton County Senior Citizens Council, Inc.

10 Campbell Street, Lebanon, NH 03766

Executive Director

Aug. 2018 – Present

Aircraft Owners and Pilots Association (AOPA) Foundation

421 Aviation Way, Frederick, MD 21701

Senior Director, Foundation Communications

2017 – 2018

Vice President, Education and Operations

2011 – 2017

Director, Safety Education

2010 – 2011

Manager, Safety Education

2008 – 2010

Senior Research Analyst

1999 – 2003

Aircraft Owners and Pilots Association (AOPA)

421 Aviation Way, Frederick, MD 21701

Media and Public Relations Specialist

2005 – 2008

Research Assistant

1998 – 1999

WOOD Consulting Services, Inc.

7474 Greenway Center Drive, Suite 800, Greenbelt, MD 20770

Technical Editor (Federal Aviation Administration contract)

2003 – 2005

EDUCATIONMaster of Science, Nonprofit and Association Management
University of Maryland University College, Adelphi, Maryland

2017

Bachelor of Arts, Communication Studies
University of Maryland University College, Adelphi, Maryland

2004

Bachelor of Science, Aeronautical Science
Embry-Riddle Aeronautical University, Daytona Beach, Florida

1997

OTHER

- Computer skills: Microsoft Office, Word Press, social media, Millennium fundraising software, Personify association management system
- Recreational pilot and flight instructor
- Germantown HELP food bank volunteer
- Capt. James E. Daly Elementary School PTA volunteer

2016-2018

2013-2018

BARRIE ROSALINDA

Career Experience

Associate Director, Business Operations

Grafton County Senior Citizens Council, Inc.
Lebanon, New Hampshire

2022 to present

Responsible for the agency's business operations, including finance, data collection and analysis, contract management, purchasing, payroll, and information technology. Assists the financial team in the development of the agency's budget, audit, and other financial functions. Oversees management of the agency's data for the purpose of both internal and external reporting. Responsible for management of assets, including facilities, fleet of vehicles, and equipment. Plans for future capital needs and maintains the agency's Capital Improvement Plan. Manages agency contracts and purchasing. Supervisory role.

Financial and Micro Business Development Coach

CVOEO
Burlington/St. Albans, Vermont

2020 to 2022

The coaching role includes teaching Financial Future classes, collaborative efforts with statewide Micro Business Development programs including Vermont Matching Savings, networking with other non-profit and state agencies, data collection and maintenance; and of course, meeting with clients virtually in both the Growing Money program and the Micro Business Development program. All work is with low to moderate income families. Financial/business knowledge, empathy, ethics & confidentiality, patience & persistence, and professionalism is needed. Pleasant demeanor. Positive attitude.

Director of Finance

Bridges Resort/Bridges Owners Association
Warren, Vermont

2019 – 2020

With my hire, all accounting functions were no longer outsourced. The position required building the accounting platform and developing association standards and rules honoring the bylaws and standard accounting practices. Effective communication, collaboration and a team-oriented approach were needed to achieve success. Once the foundation was generated and functioning, the position became more analytical and directive to include data analysis, report generation, strategic planning, and budgeting. The position also included human resource administration and full-charge bookkeeping responsibilities.

Administrator

South Royalton School-Based Health Clinic/HealthHUB
Royalton, Vermont

2019 - present

The Administrator role for this small non-profit is to support the organization's working board of directors. The position is part-time and requires simple office administration, bookkeeping, marketing, and website management. The key function of the position is seeking funding and grant writing.

Barrie L. Rosalinda

**Associate Director of the Business Office
Goddard College
Plainfield, Vermont**

2018

Reason for leaving: My employment relationship with Goddard College was short lived. After my hire, the college was placed on probation for two years by the accreditation board citing leadership and financial management issues. Additionally, the fiscal financial audit classified the college as a going concern. In the brief time I was employed by the college, the job I was hired to do grew in responsibility and my benefits and salary reduced. It was all very disheartening and unknown to me when I was hired. Out of concern for the future of the college and its ability to continue to employ me, I decided to leave my position – a decision I made within a month of being employed there.

**Director of Finance and Administration
Classic Designs by Matthew Burak
St. Johnsbury, Vermont**

2017 - 2018

Development of accounting system to support and accurately reflect operations to enable analysis and explore cost saving opportunities by department/product. Human resource management and oversight to include a concentrated effort in building job descriptions, evaluation of staffing needs, to provide clarity to employees, to develop performance measures and evaluation of employees and to manage workers compensation mod factor. Building professional development opportunities for employees. Financial management inclusive of budget creation and monitoring, cost analysis, and cash flow management. Strategic planning. Policy creation and development inclusive of employee buy-in. Exhaustive exploration and analysis to ensure maximum operating capacity is exercised determined by dissecting all areas of operations. Includes full-charge bookkeeper/controller duties. Leadership and supervisory role.

**Administrative Assistant
NECCO, Inc.
Waitsfield, Vermont**

2016-2020

Position required balancing the administrative requirements necessary to secure project bids, record job costs, time-line management as well as all reporting and contract administration. Bookkeeping responsibilities including payroll administration. Ability to interface with federal websites to drawdown funds for specific jobs/contracts. Ability to meet deadlines under pressure.

**Manager
COMPUCOUNT, INC.
Randolph, Vermont**

2015-2016

Newly created position designed to balance system development, management and oversight of all bookkeeping functions and bookkeepers for accounting firm. Additionally, the position requires hands-on bookkeeping and payroll processing for clients and tax preparation for clients. The position involved processing high volumes of work accurately by set deadlines. Tax based accounting. Confidentiality. Grace under pressure.

Barrie L. Rosalinda

Adjunct Faculty
COMMUNITY COLLEGE OF VERMONT
St. Johnsbury, Morrisville, White River Jct. & Montpelier, Vermont

2013 - present

Responsible for designing and developing curriculum to meet the learning objectives established by the college and to meet student needs. Effective communication with diverse populations is necessary. Presentation and assessment skills required. Requires a degree of creativity to address varied student learning styles. Business, management, communication, and accounting knowledge required to teach accounting and business-related courses. Self-branding skills needed to generate enrollment. Confidentiality. Enthusiasm.

Controller
Accounting Department Manager/Human Resource Manager
WILKINS ENTERPRISES, INC.
DBA Wilkins Harley-Davidson
South Barre, Vermont

2013 - 2015

Daily monitoring of five departments ensuring point of sale transactions were managed according to dealership policy, motor company expectations, and adherence to Generally Accepted Accounting Principles. Extensive work with account reconciliation, general ledger, transaction data and analysis, and inventory management and controls, and cash flow. Full charge bookkeeping responsibilities. Continuous process improvement designed to build and support strategic growth. Team focused environment requiring strong commitment to a customer centric approach for both internal and external customers. The position requires quick response to fast paced and high-volume work. Ability to fully comprehend systems was necessary to enable prioritization. Supervisory role.

Accounting Manager
DUBOIS & KING
Randolph, Vermont

2011-2013

Process management of internal controls coordinating five locations. Intimate knowledge required of company-wide projects. Constant budgetary monitoring of individual projects requiring up-to-date data entry monitoring and coordination with project engineers. Oversight of monthly invoicing cycles as part of cash flow management, labor analysis and management, and weekly report generation. Supervisory role of accounting staff.

Business Consultant
ROSALINDA CONSULTING

2010 - present

Specializing in non-profit organizations: process and procedure development; operationalization aligned with policy, financial management, design, and record keeping; grant writing, board development, and building an infrastructure for a sustainable future. Extensive work with Board of Directors, expertise in budget creation and grants management, development of sustainable growth strategies, cash flow analysis and projections, and financial statement analysis inclusive of year-to-year comparisons of financial ratios. Grace, objectiveness, adaptability, flexibility, and confidentiality.

Barrie L. Rosalinda

**Business/Operations Manager
Controller**

**INSTITUTE FOR INNOVATIVE TECHNOLOGY IN MEDICAL EDUCATION
Lebanon, New Hampshire**

2007-2010

Administered the business operations utilizing the knowledge necessary to execute the day-to-day operations, manage and sustain growth, develop infrastructure, market, respect fiscal constraints, and build a desired corporate culture. Served as liaison between subscribing medical institutions and medical doctor executive directors coordinating with hundreds of doctors nationwide. Creation and maintenance of organizational budget. Negotiated contracts with institutions for the purchase of medical doctor's time and contracts with national organizations outlining collaborative efforts resulting in the development of virtual patient cases. National level event planning and execution. Represented the organization, its leadership, and collaborating medical doctors at national conferences. Success enhanced with the ability to be flexible, to identify problems as opposed to symptoms, to problem solve creatively and be resourceful, and adapt to a constantly changing environment. Must be confident when speaking to large groups, always demonstrate professionalism, exercise patience in striving to reach efficiencies, and remain sensitive to the politics of collaborators.

**Public Transit Coordinator
Vermont Ride Share Coordinator
VERMONT AGENCY OF TRANSPORTATION
Montpelier, Vermont**

2005-2007

Served the public by coordinating efforts of public transit providers throughout the state. Monitored provider business activity evaluating compliance with state and federal funding agreements conducting detailed exploratory compliance reviews resulting in formal written reports presented orally to board of directors. Required well-rounded operational knowledge of business administration, strong written and verbal communication, and ability to interpret state and federal regulations demonstrating knowledge of how to apply them to day-to-day operations, skillful negotiation abilities in the face of adversity and confrontation and demonstrated maturity in dealing with the public. Coordinated tristate initiative for carbon footprint reduction with carpooling and vanpooling programs in Vermont, New Hampshire, and Maine inclusive of research, development of project plan and execution of plan. Developed a statewide funding formula for a specific program shared among transit providers.

Prior work includes:

- Prevent Child Abuse Vermont – Controller (fund accounting)
- Town of Bethel – Accountant (fund accounting, tax billing, utility billing, delinquent tax management)
- Sullivan, Brownell & Davies – Accountant, Media Buyer (advertising agency)
- WSKI – Broadcast Media, Traffic Coordinator, on-air staff
- State Farm Insurance - Administration

Education

**Master of Business Administration
Financial Management Specialization
Northcentral University, Prescott, AZ, 2012
GPA 3.57**

Barrie L. Rosalinda

Master of Business Administration
Norwich University, Northfield, VT, 2004
GPA 3.50

Bachelor of Science, General Studies
Accounting Concentration
Johnson State College, Johnson, VT, 2001
Magna cum Laude

Associates, Liberal Arts
Small Business Management Concentration
Community College, Montpelier, VT, 1995

Community Service

Youth Catalytics
Charlotte, Vermont
Former Trustee & Treasurer

Habitat for Humanity
Randolph Vermont Chapter
Former Secretary to the Board of Directors
Former Representative of Randolph Chapter to Central Vermont Habitat

Stop It Now!
Northampton Massachusetts
Former Board of Director Member

St. John's Episcopal Church, Randolph VT
Former
St. Margaret's Guild President, Editor of church newsletter, Treasurer

Kimball Library Volunteer

CONTRACTOR NAMEKey Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Kathleen Vasconcelos	Executive Director	93,817.88	.58%	543.36
Barrie Rosalinda	Associate Director	63,000.08	.58%	364.88
Alison Morgan	Marketing Director	59,685.60	.58%	345.68
Carole Zangla	Associate Director	68,344.64	.58%	395.83
Betsey Cheney	Senior Accountant	57,367.44	.58%	332.25

A
man

Lori A. Shiblette
Commissioner

Deborah D. Scheetz
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 31, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24, Governor Sununu has authorized the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into **Retroactive** amendments to existing contracts with the Contractors listed below for Aging and Disability Resource Center ServiceLink services in ten (10) geographic areas of the state to provide funds to purchase COVID-19 protective supplies by increasing the total price limitation by \$48,374.00 from \$6,443,554.02 to \$6,491,928.02 with no change to the contract completion dates of June 30, 2022, effective retroactive to July 1, 2020. 57% Federal Funds. 43% General Funds.

The original contracts were approved by Governor and Council on May 20, 2020, Item #18.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	177278	Rockingham and Strafford County	\$1,878,961.60	\$14,515.00	\$1,893,476.60
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Merrimack County	\$655,231.64	\$5,322.00	\$660,553.64
Easter Seals New Hampshire, Inc.	177204	Hillsborough County excluding Antrim, Bennington, Franconstown,	\$821,625.24	\$13,068.00	\$834,693.24

		Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County			
Grafton County Senior Citizens Council, Inc.	177675	Grafton County	\$645,745.58	\$3,385.00	\$649,130.58
Partnership for Public Health	165635	Belknap and Carroll County	\$879,649.94	\$5,318.00	\$884,967.94
Monadnock Collaborative	159303	Cheshire County, Sullivan County, and Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$1,185,966.42	\$5,318.00	\$1,191,284.42
Tri-County Community Action Program	177195	Coos County	\$376,373.60	\$1,448.00	\$377,821.60
		Total:	\$6,443,554.02	\$48,374.00	\$6,491,928.02

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

See attached fiscal details

EXPLANATION

These amendments are **Retroactive** because the Contractors incurred expenses related to delivering services during the COVID-19 State of Emergency that were not anticipated when the current contracts were submitted for approval.

The purpose of these amendments is to provide additional funding for ServiceLink Aging and Disability Resource Center services, State Health Insurance Assistance Program Trainer services, and Medicaid Eligibility Coordinator services. Contractors will purchase COVID-19

protective supplies such as portable free standing sneeze guards, wall mounted hand sanitizers, face masks, and face shields in order to provide services safely during the current COVID-19 State of Emergency.

ServiceLink Resource Centers are a statewide network of community-based resources for older individuals and adults living with disabilities and their families. The ServiceLink Resource Centers are available to anyone who needs assistance, guidance, help finding services, or support to live independently. ServiceLink partners will promote the independence and well-being of the people they serve at locally based offices and many satellites throughout New Hampshire.

Area served: Statewide.

Source of Funds: CFDA #93.667 FAIN2001NHSOSR, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.052 FAIN2001NHOAFC-02, CFDA# 93.77 MEDICAID, CFDA #93.324 FAIN90SA0003-02-03, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.071 FAIN2001NHMISH-00, and CFDA #93.791, FAIN 1LICMS300148-01-10.

Respectfully submitted,



Lori A. Shibinette
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
SFY21-22

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS.
IHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$257,930.64	\$1,320.00	\$259,250.64
545-500387	I & R Contracts	2021	\$15,685.18	\$0.00	\$15,685.18
570-500928	Family Caregiver	2021	\$54,000.00	\$0.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$257,930.64	\$0.00	\$257,930.64
545-500387	I & R Contracts	2022	\$15,685.18	\$0.00	\$15,685.18
570-500928	Family Caregiver	2022	\$54,000.00	\$0.00	\$54,000.00
	Subtotal		\$655,231.64	\$1,320.00	\$656,551.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$182,367.93	\$960.00	\$183,327.93
545-500387	I & R Contracts	2021	\$11,009.79	\$0.00	\$11,009.79
570-500928	Family Caregiver	2021	\$27,000.00	\$0.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$182,367.93	\$0.00	\$182,367.93
545-500387	I & R Contracts	2022	\$11,009.79	\$0.00	\$11,009.79
570-500928	Family Caregiver	2022	\$27,000.00	\$0.00	\$27,000.00
	Subtotal		\$440,755.44	\$960.00	\$441,715.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$450,539.75	\$2,640.00	\$453,179.75
545-500387	I & R Contracts	2021	\$26,393.33	\$0.00	\$26,393.33
570-500928	Family Caregiver	2021	\$67,000.00	\$0.00	\$67,000.00
102-500734	Contracts for Program Services	2022	\$450,539.75	\$0.00	\$450,539.75
545-500387	I & R Contracts	2022	\$26,393.33	\$0.00	\$26,393.33
570-500928	Family Caregiver	2022	\$67,000.00	\$0.00	\$67,000.00
	Subtotal		\$1,087,866.16	\$2,640.00	\$1,090,506.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$340,599.58	\$3,240.00	\$343,839.58
545-500387	I & R Contracts	2021	\$16,213.04	\$0.00	\$16,213.04
570-500928	Family Caregiver	2021	\$54,000.00	\$0.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$340,599.58	\$0.00	\$340,599.58
545-500387	I & R Contracts	2022	\$16,213.04	\$0.00	\$16,213.04
570-500928	Family Caregiver	2022	\$54,000.00	\$0.00	\$54,000.00
	Subtotal		\$821,625.24	\$3,240.00	\$824,865.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$264,726.97	\$840.00	\$265,566.97
545-500387	I & R Contracts	2021	\$17,645.82	\$0.00	\$17,645.82
570-500928	Family Caregiver	2021	\$40,500.00	\$0.00	\$40,500.00
102-500734	Contracts for Program Services	2022	\$264,726.97	\$0.00	\$264,726.97
545-500387	I & R Contracts	2022	\$17,645.82	\$0.00	\$17,645.82
570-500928	Family Caregiver	2022	\$40,500.00	\$0.00	\$40,500.00
	Subtotal		\$645,745.58	\$840.00	\$646,585.58

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$337,107.04	\$1,320.00	\$338,427.04
545-500387	I & R Contracts	2021	\$21,717.93	\$0.00	\$21,717.93
570-500928	Family Caregiver	2021	\$81,000.00	\$0.00	\$81,000.00
102-500734	Contracts for Program Services	2022	\$337,107.04	\$0.00	\$337,107.04

545-500387	I & R Contracts	2022	\$21,717.93	\$0.00	\$21,717.93
570-500928	Family Caregiver	2022	\$81,000.00	\$0.00	\$81,000.00
		Subtotal	\$879,649.94	\$1,320.00	\$880,969.94

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$468,735.81	\$1,320.00	\$470,055.81
545-500387	I & R Contracts	2021	\$31,747.40	\$0.00	\$31,747.40
570-500928	Family Caregiver	2021	\$67,500.00	\$0.00	\$67,500.00
102-500734	Contracts for Program Services	2022	\$468,735.81	\$0.00	\$468,735.81
545-500387	I & R Contracts	2022	\$31,747.40	\$0.00	\$31,747.40
570-500928	Family Caregiver	2022	\$67,500.00	\$0.00	\$67,500.00
		Subtotal	\$1,135,966.42	\$1,320.00	\$1,137,286.42

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$150,780.29	\$360.00	\$151,140.29
545-500387	I & R Contracts	2021	\$10,406.51	\$0.00	\$10,406.51
570-500928	Family Caregiver	2021	\$27,000.00	\$0.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$150,780.29	\$0.00	\$150,780.29
545-500387	I & R Contracts	2022	\$10,406.51	\$0.00	\$10,406.51
570-500928	Family Caregiver	2022	\$27,000.00	\$0.00	\$27,000.00
		Subtotal	\$376,373.60	\$360.00	\$376,733.60

Total 9565	\$6,043,214.02	\$12,000.00	\$6,055,214.02
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05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT- (100% Federal Funds - SHIP Trainer - 3 Sources)

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$25,000.00	\$0.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$25,000.00	\$0.00	\$25,000.00
		Subtotal	\$50,000.00	\$0.00	\$50,000.00

Total 3317	\$50,000.00	\$0.00	\$50,000.00
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05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON (100% Federal Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$87,585.00	\$0.00	\$87,585.00

Total 8920	\$87,585.00	\$0.00	\$87,585.00
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05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES. (50% Federal Funds, 50% General Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$175,170.00	\$0.00	\$175,170.00
		Subtotal	\$262,755.00	\$0.00	\$262,755.00

Total 2164	\$262,755.00	\$0.00	\$262,755.00
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05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICES GRANTS
(100% Federal Funds - SIIP Admin)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$4,002.00	\$4,002.00
		Subtotal	\$0.00	\$4,002.00	\$4,002.00

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$2,909.00	\$2,909.00
		Subtotal	\$0.00	\$2,909.00	\$2,909.00

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$8,006.00	\$8,006.00
		Subtotal	\$0.00	\$8,006.00	\$8,006.00

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$9,828.00	\$9,828.00
		Subtotal	\$0.00	\$9,828.00	\$9,828.00

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$2,545.00	\$2,545.00
		Subtotal	\$0.00	\$2,545.00	\$2,545.00

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$3,998.00	\$3,998.00
		Subtotal	\$0.00	\$3,998.00	\$3,998.00

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$3,998.00	\$3,998.00
		Subtotal	\$0.00	\$3,998.00	\$3,998.00

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Svcs	2021	\$0.00	\$1,088.00	\$1,088.00
		Subtotal	\$0.00	\$1,088.00	\$1,088.00

Total 8925			\$0.00	\$36,374.00	\$36,374.00
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Summary by Vendor by Year (OPTIONAL SERVICES SEPARATE)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$327,615.82	\$5,322.00	\$332,937.82
	2022	\$327,615.82	\$0.00	\$327,615.82
	Subtotal	\$655,231.64	\$5,322.00	\$660,553.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$220,377.72	\$3,869.00	\$224,246.72
	2022	\$220,377.72	\$0.00	\$220,377.72
	Subtotal	\$440,755.44	\$3,869.00	\$444,624.44

ROCKINGHAM - Behavioral Health & Development Services of Stafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$543,933.08	\$10,646.00	\$554,579.08
	2022	\$543,933.08	\$0.00	\$543,933.08
	Subtotal	\$1,087,866.16	\$10,646.00	\$1,098,512.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$410,812.62	\$13,068.00	\$423,880.62
	2022	\$410,812.62	\$0.00	\$410,812.62
	Subtotal	\$821,625.24	\$13,068.00	\$834,693.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$322,872.79	\$3,385.00	\$326,257.79
	2022	\$322,872.79	\$0.00	\$322,872.79
	Subtotal	\$645,745.58	\$3,385.00	\$649,130.58

Lakes Region Partnership for Public Health (Vendor # 165635)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$439,824.97	\$5,318.00	\$445,142.97
	2022	\$439,824.97	\$0.00	\$439,824.97
	Subtotal	\$879,649.94	\$5,318.00	\$884,967.94

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$567,983.21	\$5,318.00	\$573,301.21
	2022	\$567,983.21	\$0.00	\$567,983.21
	Subtotal	\$1,135,966.42	\$5,318.00	\$1,141,284.42

Tri County Community Action Program, Inc. (Vendor # 177195)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$188,186.80	\$1,448.00	\$189,634.80
	2022	\$188,186.80	\$0.00	\$188,186.80
	Subtotal	\$376,373.60	\$1,448.00	\$377,821.60

Monadnock Collaborative (Vendor # 159303) OTHER SERVICES

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$25,000.00	\$0.00	\$25,000.00
	2022	\$25,000.00	\$0.00	\$25,000.00
	Subtotal	\$50,000.00	\$0.00	\$50,000.00

Behavioral Health & Development Services of Stafford County, Inc. (Vendor #177278) OTHER SERVICES

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$175,170.00	\$0.00	\$175,170.00
	2022	\$175,170.00	\$0.00	\$175,170.00
	Subtotal	\$350,340.00	\$0.00	\$350,340.00

Grand Total SFY21	2021	\$3,221,777.01	\$48,374.00	\$3,270,151.01
Grand Total SFY22	2022	\$3,221,777.01	\$0.00	\$3,221,777.01
Total Contract		\$6,443,554.02	\$48,374.00	\$6,491,928.02

ACCOUNTING UNIT SUMMARY

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS.
 IHHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$2,452,788.01	\$12,000.00	\$2,464,788.01
545-500387	I & R Contracts	2021	\$150,819.00	\$0.00	\$150,819.00
570-500928	Family Caregiver	2021	\$418,000.00	\$0.00	\$418,000.00
102-500734	Contracts for Program Services	2022	\$2,452,788.01	\$0.00	\$2,452,788.01
545-500387	I & R Contracts	2022	\$150,819.00	\$0.00	\$150,819.00
570-500928	Family Caregiver	2022	\$418,000.00	\$0.00	\$418,000.00
		Subtotal	\$6,043,214.02	\$12,000.00	\$6,055,214.02

**05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT-
(100% Federal Funds - SHIP Trainer - 3 Sources)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$25,000.00	\$0.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$25,000.00	\$0.00	\$25,000.00
		Subtotal	\$50,000.00	\$0.00	\$50,000.00

**05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON
(50% Federal Funds, 50% General Funds)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$87,585.00	\$0.00	\$87,585.00

**05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES,
(50% Federal Funds, 50% General Funds)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$175,170.00	\$0.00	\$175,170.00
		Subtotal	\$262,755.00	\$0.00	\$262,755.00

**05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICES GRANTS
(100% Federal Funds - SHIP Admin)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$36,374.00	\$36,374.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$36,374.00	\$36,374.00

Grand Total SFY21	2021	\$3,221,777.01	\$48,374.00	\$3,270,151.01
Grand Total SFY22	2022	\$3,221,777.01	\$0.00	\$3,221,777.01
Total Contract		\$6,443,554.02	\$48,374.00	\$6,491,928.02



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
ServiceLink Aging and Disability Resource Center Services Contract**

This 1st Amendment to the ServiceLink Aging and Disability Resource Center Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Grafton County Senior Citizens Council, Inc., (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 10 Campbell St. P.O. Box 433 Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 20, 2020, (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$649,130.58.
2. Modify Exhibit C-1 Budget by replacing in its entirety with Exhibit C-1 Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

^{DS}
KMU



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be retroactively effective to July 1, 2020, subject to the Governor's approval issued under Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24.

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

State of New Hampshire
Department of Health and Human Services

1/19/2021
Date

DocuSigned by:
Orborah D. Scheetz
Name: Orborah D. Scheetz
Title: Director Division of Long Term Supports and Services

1/7/2021
Date

Grafton County Senior Citizens Council, Inc.
DocuSigned by:
Kathleen Vasconcelos
Name: Kathleen Vasconcelos
Title: Executive Director



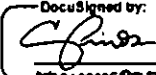
**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

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

OFFICE OF THE ATTORNEY GENERAL

1/30/2021

Date

DocuSigned by:

Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment received Governor approval issued under Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24.

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-1 Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Grafton County Senior Citizens Council, Inc.

Budget Request for: Services/Int Aging & Disability Resource Center Services

Budget Period: 7/1/20 - 6/30/21

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	\$ 239,804.00	\$ 1,987.00	\$ 241,791.00	\$ -	\$ -	\$ -	\$ 239,804.00	\$ 1,987.00	\$ 241,791.00
2. Employee Benefits	\$ 34,188.00	\$ -	\$ 34,188.00	\$ -	\$ -	\$ -	\$ 34,188.00	\$ -	\$ 34,188.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 1,478.00	\$ -	\$ 1,478.00	\$ -	\$ -	\$ -	\$ 1,478.00	\$ -	\$ 1,478.00
Purchase/Depreciation	\$ 2,040.00	\$ -	\$ 2,040.00	\$ -	\$ -	\$ -	\$ 2,040.00	\$ -	\$ 2,040.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 12,544.00	\$ 814.00	\$ 13,358.00	\$ -	\$ -	\$ -	\$ 12,544.00	\$ 814.00	\$ 13,358.00
7. Occupancy	\$ 28,543.00	\$ -	\$ 28,543.00	\$ -	\$ -	\$ -	\$ 28,543.00	\$ -	\$ 28,543.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 3,211.00	\$ -	\$ 3,211.00	\$ -	\$ -	\$ -	\$ 3,211.00	\$ -	\$ 3,211.00
Postage	\$ 1,587.00	\$ -	\$ 1,587.00	\$ -	\$ -	\$ -	\$ 1,587.00	\$ -	\$ 1,587.00
Subscriptions	\$ 68.00	\$ -	\$ 68.00	\$ -	\$ -	\$ -	\$ 68.00	\$ -	\$ 68.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Marketing/Communications	\$ 303.00	\$ -	\$ 303.00	\$ -	\$ -	\$ -	\$ 303.00	\$ -	\$ 303.00
10. Staff Education and Training	\$ 1,481.00	\$ -	\$ 1,481.00	\$ -	\$ -	\$ -	\$ 1,481.00	\$ -	\$ 1,481.00
11. Subcontractor/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 323,083.00	\$ 2,894.00	\$ 325,977.00	\$ -	\$ -	\$ -	\$ 323,083.00	\$ 2,894.00	\$ 325,977.00

Indirect As A Percent of Direct

0.6%

18 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Sblinette
Commissioner

Deborah D. Scheetz
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-3034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 30, 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 Long Term Supports and Services, to award contracts with the vendors listed below in an amount not to exceed \$6,443,554.02 to provide Aging and Disability Resource Center ServiceLink services in ten (10) geographic areas of the state to improve access to information on the full range of long-term services and supports, with the option to renew for up to two (2) additional years, effective July 1, 2020 or upon Governor and Council approval, whichever is later, through June 30, 2022. 56.67% Federal funds, 43.33% General funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners.	177278	Rockingham and Strafford County	\$1,878,961.60
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Merrimack County	\$655,231.64
Easter Seals New Hampshire, Inc.	177204	Hillsborough County excluding Antrim, Bennington, Franconia, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$821,625.24
Grafton County Senior Citizens Council, Inc.	177675	Grafton County	\$645,745.58
Partnership for Public Health	165635	Belknap and Carroll County	\$879,649.94

Monadnock Collaborative	159303	Cheshire County, Sullivan County, and Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$1,185,966.42
Tri-County Community Action Program	177195	Coos County	\$376,373.60
		Total:	\$6,443,554.02

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

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide ServiceLink Aging and Disability Resource Center services, State Health Insurance Assistance Program Trainer services, and Medicaid Eligibility Coordinator services statewide.

The Bureau of Elderly and Adult Services (BEAS) provides a variety of social and long-term supports to adults age 60 and older and to adults between the ages of 18 and 60 who have a chronic illness or disability. Social and long-term services and supports can be accessed through the ServiceLink Resource Center and New Hampshire Department of Health and Human Services (DHHS) District Offices. Services and supports are intended to assist people to live as independently as possible in safety and with dignity.

ServiceLink Resource Centers are a statewide network of community-based resources for older individuals and adults living with disabilities and their families. The ServiceLink Resource Centers are available to anyone who needs assistance, guidance, help finding services, or support to live independently. ServiceLink partners will promote the independence and well-being of the people they serve at locally based offices and many satellites throughout New Hampshire from July 1, 2020 to June 30, 2022.

The vendors will provide access to long-term services and supports, which are home and community-based services provided to individuals to support their level of independence in the home and community. Such services include outreach and education services, information and referrals, transition support services, specialized care transition counseling, long term supports and services, family caregiver support services and State Health Insurance Program Assistance.

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

- Follow-up to 100% of individuals who meet the standard for required follow-up.
- Provide screening to 100% of individuals under the No Wrong Door process.

- Provide Family Caregiver Support respite services to 100% of individuals who are eligible.
- Ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
- Ensure staff scores a minimum of 80% on Person Centered Counseling Training.
- Ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: "Have you or a family member serviced in the military?"

The Department selected the contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 2/26/2020 through 4/8/2020. The Department received 15 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revision to Standard Contract Provisions of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

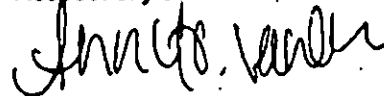
Should the Governor and Council not authorize this request the Department may not be able to comply with RSA 151-E:5, which mandates the establishment of a system of community based information and referral services for elderly and chronically ill adults. In addition, there may be an increase in hospital and nursing home admissions as individuals may not have access to information on community based options and ways to access these options. Lack of access to community-based options for the most vulnerable populations may cause an increase in Medicaid expenditures.

Area served: Statewide

Source of Funds: 56.67% Federal Funds CFDA #93.667 FAIN2001NHSOSR, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.052 FAIN2001NHOAFC-02, CFDA# 93.77 MEDICAID, CFDA #93.324 FAIN90SA0003-02-03, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.071 FAIN2001NHMISH-00, CFDA #93.791, FAIN 1LICMS300148-01-10, and 43.33% General Funds.

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

Respectfully submitted,



Ann H. Landry
Associate Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
SFY21-22

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS.
IHHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Community Action Program Bethnap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$257,930.64	\$257,930.64
545-500387	I & R Contracts	2021	\$0.00	\$15,685.18	\$15,685.18
570-500928	Family Caregiver	2021	\$0.00	\$54,000.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$257,930.64	\$257,930.64
545-500387	I & R Contracts	2022	\$0.00	\$15,685.18	\$15,685.18
570-500928	Family Caregiver	2022	\$0.00	\$54,000.00	\$54,000.00
		Subtotal	\$0.00	\$653,231.64	\$653,231.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$182,367.93	\$182,367.93
545-500387	I & R Contracts	2021	\$0.00	\$11,009.79	\$11,009.79
570-500928	Family Caregiver	2021	\$0.00	\$27,000.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$182,367.93	\$182,367.93
545-500387	I & R Contracts	2022	\$0.00	\$11,009.79	\$11,009.79
570-500928	Family Caregiver	2022	\$0.00	\$27,000.00	\$27,000.00
		Subtotal	\$0.00	\$440,755.44	\$440,755.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$450,539.75	\$450,539.75
545-500387	I & R Contracts	2021	\$0.00	\$26,393.33	\$26,393.33
570-500928	Family Caregiver	2021	\$0.00	\$67,000.00	\$67,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$450,539.75	\$450,539.75
545-500387	I & R Contracts	2022	\$0.00	\$26,393.33	\$26,393.33
570-500928	Family Caregiver	2022	\$0.00	\$67,000.00	\$67,000.00
		Subtotal	\$0.00	\$1,087,866.17	\$1,087,866.17

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$340,599.58	\$340,599.58
545-500387	I & R Contracts	2021	\$0.00	\$16,213.04	\$16,213.04
570-500928	Family Caregiver	2021	\$0.00	\$54,000.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$340,599.58	\$340,599.58
545-500387	I & R Contracts	2022	\$0.00	\$16,213.04	\$16,213.04
570-500928	Family Caregiver	2022	\$0.00	\$54,000.00	\$54,000.00
		Subtotal	\$0.00	\$821,625.24	\$821,625.24

Crafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$264,726.97	\$264,726.97
545-500387	I & R Contracts	2021	\$0.00	\$17,645.82	\$17,645.82
570-500928	Family Caregiver	2021	\$0.00	\$40,500.00	\$40,500.00
102-500734	Contracts for Program Services	2022	\$0.00	\$264,726.97	\$264,726.97
545-500387	I & R Contracts	2022	\$0.00	\$17,645.82	\$17,645.82
570-500928	Family Caregiver	2022	\$0.00	\$40,500.00	\$40,500.00
		Subtotal	\$0.00	\$645,745.58	\$645,745.58

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$337,107.04	\$337,107.04
545-500387	I & R Contracts	2021	\$0.00	\$21,717.93	\$21,717.93
570-500928	Family Caregiver	2021	\$0.00	\$81,000.00	\$81,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$337,107.04	\$337,107.04
545-500387	I & R Contracts	2022	\$0.00	\$21,717.93	\$21,717.93
570-500928	Family Caregiver	2022	\$0.00	\$81,000.00	\$81,000.00
		Subtotal	\$0.00	\$879,649.94	\$879,649.94

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$468,735.81	\$468,735.81
545-500387	I & R Contracts	2021	\$0.00	\$31,747.40	\$31,747.40
570-500928	Family Caregiver	2021	\$0.00	\$67,500.00	\$67,500.00
102-500734	Contracts for Program Services	2022	\$0.00	\$468,735.81	\$468,735.81
545-500387	I & R Contracts	2022	\$0.00	\$31,747.40	\$31,747.40
570-500928	Family Caregiver	2022	\$0.00	\$67,500.00	\$67,500.00
		Subtotal	\$0.00	\$1,135,966.42	\$1,135,966.42

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$150,780.29	\$150,780.29
545-500387	I & R Contracts	2021	\$0.00	\$10,406.51	\$10,406.51
570-500928	Family Caregiver	2021	\$0.00	\$27,000.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$150,780.29	\$150,780.29
545-500387	I & R Contracts	2022	\$0.00	\$10,406.51	\$10,406.51
570-500928	Family Caregiver	2022	\$0.00	\$27,000.00	\$27,000.00
		Subtotal	\$0.00	\$376,373.60	\$376,373.60

Total 9565	\$0.00	\$6,043,214.03	\$6,043,214.03
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05-25-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, (IHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT, (100% Federal Funds - SIIP Trainer -) Sources)

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$25,000.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$0.00	\$25,000.00	\$25,000.00
		Subtotal	\$0.00	\$50,000.00	\$50,000.00

Total 3317	\$0.00	\$50,000.00	\$50,000.00
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05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON
 (100% Federal Funds)

Behavioral Health & Development Services of Stratford County, Inc. (Vendor #172278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
103-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
103-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$87,585.00	\$87,585.00

Total 8920	\$0.00	\$87,585.00	\$87,585.00
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05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES.
 (50% Federal Funds, 50% General Funds)

Behavioral Health & Development Services of Stratford County, Inc. (Vendor #172278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
103-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
103-500731	Contracts for Program Services	2022	\$0.00	\$175,170.00	\$175,170.00
		Subtotal	\$0.00	\$262,755.00	\$262,755.00

Total 2164	\$0.00	\$262,755.00	\$262,755.00
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Summary by Vendor by Year (OPTIONAL SERVICES SEPARATE)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #172203)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$327,613.82	\$327,613.82
	2022	\$0.00	\$327,613.82	\$327,613.82
	Subtotal	\$0.00	\$655,231.64	\$655,231.64

STRAFFORD - Behavioral Health & Development Services of Stratford County, Inc. (Vendor #172278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$220,377.72	\$220,377.72
	2022	\$0.00	\$220,377.72	\$220,377.72
	Subtotal	\$0.00	\$440,755.44	\$440,755.44

ROCKINGHAM - Behavioral Health & Development Services of Stratford County, Inc. (Vendor #172278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$543,933.08	\$543,933.08
	2022	\$0.00	\$543,933.08	\$543,933.08
	Subtotal	\$0.00	\$1,087,866.16	\$1,087,866.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$410,812.62	\$410,812.62
	2022	\$0.00	\$410,812.62	\$410,812.62
	Subtotal	\$0.00	\$821,625.24	\$821,625.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$322,872.79	\$322,872.79
	2022	\$0.00	\$322,872.79	\$322,872.79
	Subtotal	\$0.00	\$645,745.58	\$645,745.58

Lakes Region Partnership for Public Health (Vendor # 165635)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$439,824.97	\$439,824.97
	2022	\$0.00	\$439,824.97	\$439,824.97
	Subtotal	\$0.00	\$879,649.94	\$879,649.94

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$567,983.21	\$567,983.21
	2022	\$0.00	\$567,983.21	\$567,983.21
	Subtotal	\$0.00	\$1,135,966.42	\$1,135,966.42

Tri-County Community Action Program, Inc. (Vendor # 177195)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$188,186.80	\$188,186.80
	2022	\$0.00	\$188,186.80	\$188,186.80
	Subtotal	\$0.00	\$376,373.60	\$376,373.60

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$25,000.00	\$25,000.00
	2022	\$0.00	\$25,000.00	\$25,000.00
	Subtotal	\$0.00	\$50,000.00	\$50,000.00

Behavioral Health & Development Services of Strafford County, Inc. (Vendor # 177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$175,170.00	\$175,170.00
	2022	\$0.00	\$175,170.00	\$175,170.00
	Subtotal	\$0.00	\$350,340.00	\$350,340.00

Grand Total SFY21	2021	\$0.00	\$3,221,777.01	\$3,221,777.01
Grand Total SFY22	2022	\$0.00	\$3,221,777.01	\$3,221,777.01
Total Contract		\$0.00	\$6,443,554.02	\$6,443,554.02

ACCOUNTING UNIT SUMMARY

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS.
IHHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$2,452,788.01	\$2,452,788.01
545-500387	I & R Contracts	2021	\$0.00	\$150,819.00	\$150,819.00
570-500928	Family Caregiver	2021	\$0.00	\$418,000.00	\$418,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$2,452,788.01	\$2,452,788.01
545-500387	I & R Contracts	2022	\$0.00	\$150,819.00	\$150,819.00
570-500928	Family Caregiver	2022	\$0.00	\$418,000.00	\$418,000.00
	Subtotal		\$0.00	\$6,043,214.02	\$6,043,214.02

05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS, IHHS: ELDERLY AND ADULT
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT
(100% Federal Funds - SHIP Trainer - 3 Sources)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$25,000.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$0.00	\$25,000.00	\$25,000.00
	Subtotal		\$0.00	\$50,000.00	\$50,000.00

05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS, IHHS: ELDERLY AND ADULT
ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON
(50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
	Subtotal		\$0.00	\$87,585.00	\$87,585.00

05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS, IHHS: ELDERLY AND ADULT
ELDERLY AND ADULT SERVICES,
(50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$175,170.00	\$175,170.00
	Subtotal		\$0.00	\$175,170.00	\$175,170.00

Grand Total SFY21	2021	\$0.00	\$3,221,777.01	\$3,221,777.01
Grand Total SFY22	2022	\$0.00	\$3,221,777.01	\$3,221,777.01
Total Contract		\$0.00	\$6,443,554.02	\$6,443,554.02



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

ServiceLink Aging and Disability
 Resource Center Services

RFA-2021-DLTSS-08-SERVI

RFA Name

RFA Number

Reviewer Names

Bidder Name
1. Behavioral Health and Developmental Services, Inc. - Rockingham
2. Behavioral Health and Developmental Services, Inc. - Strafford
3. Behavioral Health and Developmental Services, Inc. - Eligibility Coordinator
4. Community Action Program Belknap-Merrimack, Inc. - Merrimack
5. Easter Seals New Hampshire - Hillsborough
6. Grafton County Senior Citizens Council, Inc. - Grafton
7. Monadnock Collaborative - Grafton
8. Monadnock Collaborative - Hillsborough
9. Monadnock Collaborative - Monadnock
10. Monadnock Collaborative - Sullivan
11. Monadnock Collaborative - Trainer
12. Partnership for Public Health - Belknap
13. Partnership for Public Health - Carroll
14. Partnership for Public Health - Coos
15. Tri-County Community Action Program, Inc. - Coos

Pass/Fail	Maximum Points	Actual Points
	105	99
	105	104
	45	45
	105	96
	105	104
	105	99
	105	81
	105	81
	105	98
	105	98
	45	39
	105	99
	105	100
	105	92
	105	100

1. Thom O'Connor
2. Abigail Conger
3. Jean Crouch
4. Shawn Martin
5. Kerrileigh Schroeder

Subject: ServiceLink Aging and Disability Resource Center Services RFA-2021-DLTSS-08-SERVI-04




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

I. IDENTIFICATION.

<p>1.1 State Agency Name New Hampshire Department of Health and Human Services</p>		<p>1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857</p>	
<p>1.3 Contractor Name Grafton County Senior Citizens Council, Inc.</p>		<p>1.4 Contractor Address 10 Campbell St. P.O. Box 433 Lebanon, NH 03766</p>	
<p>1.5 Contractor Phone Number (603) 448-4897</p>	<p>1.6 Account Number See Attachment</p>	<p>1.7 Completion Date June 30, 2022</p>	<p>1.8 Price Limitation \$645,745.58</p>
<p>1.9 Contracting Officer for State Agency Nathan D. White, Director</p>		<p>1.10 State Agency Telephone Number (603) 271-9631</p>	
<p>1.11 Contractor Signature  Date: 4-27-2020</p>		<p>1.12 Name and Title of Contractor Signatory Kathleen Vasconcelos, Executive Director</p>	
<p>1.13 State Agency Signature  Date: 5.1.2020</p>		<p>1.14 Name and Title of State Agency Signatory Christine Tappan, Associate Commissioner</p>	
<p>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____</p>			
<p>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/8/2020</p>			
<p>1.17 Approval by the Governor and Executive Council. (if applicable) G&C Item number: _____ G&C Meeting Date: _____</p>			

Contractor Initials KAV
Date 4-27-2020

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, 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 supercedes all prior agreements and understandings with respect to the subject matter hereof.



**New Hampshire Department of Health and Human Services
RFA-2021-DLTSS-08-SERVI-04**

Attachment to Form P-37 Block 1.6 Account Number

1.6 Account Number

05-95-48-481010-95650000-102-500734

05-95-48-481010-95650000-545-500387

05-95-48-481010-95650000-570-500928



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor & Executive Council approval or July 1, 2020, whichever is later ("Effective Date").
- 1.2. 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 years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. 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.

MMW



EXHIBIT B

1. Provisions Applicable to All Services

- 1.1. 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 meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in Grafton County.
- 1.5. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.5.1. Serve as a highly visible and trusted place for people of all ages to turn to for objective and unbiased information on the full range of long term care supports and services.
 - 1.5.2. Promote awareness of the various options available to people in their community.
 - 1.5.3. Link individuals with needed services
 - 1.5.4. Provide person-centered one-on-one assistance and decision support to individuals.
 - 1.5.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
 - 1.5.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.
 - 1.5.7. Serve all adults regardless of physical, intellectual or development disability or mental illness.
 - 1.5.8. Provide information regarding community-based long-term supports and services.
 - 1.5.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.



EXHIBIT B

- 1.6. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:
- 1.6.1. Meet the needs of individuals.
 - 1.6.2. Are sustained throughout the geographic area.
 - 1.6.3. Produce measurable results.
2. Scope of Work
- 2.1. Service Link Administrative Requirements
- 2.1.1. General Requirements
- 2.1.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:
- 2.1.1.1.1. Operate as an independent program.
 - 2.1.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
 - 2.1.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.
 - 2.1.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.
- 2.1.1.2. The Contractor shall occupy an independent office space that, at a minimum:
- 2.1.1.2.1. Is an easily accessible area and location.
 - 2.1.1.2.2. Meets all applicable state and local building rules and ordinances.
 - 2.1.1.2.3. Has sufficient space that includes, but is not limited to:
 - 2.1.1.2.4. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.
 - 2.1.1.2.5. A confidential meeting room to accommodate a minimum of three (3) individuals.
 - 2.1.1.2.6. Has barrier-free/handicap access.
 - 2.1.1.2.7. Appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:
 - 2.1.1.2.7.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.
 - 2.1.1.2.7.2. The New Hampshire Department of Military Affairs and Veterans Services.



EXHIBIT B

- 2.1.1.2.8. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.1.4.2.1. Scheduling meetings.
 - 2.1.1.4.2.2. Inviting participants.
 - 2.1.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.1.4.2.5. Recording minutes from each meeting.
 - 2.1.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) days after each meeting.
 - 2.1.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, including but not limited to:
 - 2.1.1.4.3.1. State or regional hospital.
 - 2.1.1.4.3.2. Senior centers.
 - 2.1.1.4.3.3. Physician practices.
 - 2.1.1.4.3.4. Home health agencies.
 - 2.1.1.4.3.5. Community mental health centers.



EXHIBIT B

- 2.1.1.4.3.6. Municipal health and welfare providers.
- 2.1.1.4.3.7. Brain Injury Associations.
- 2.1.1.4.3.8. Centers for Independent Living.
- 2.1.1.4.3.9. Department of Military Affairs and Veteran Services.
- 2.1.1.4.3.10. Adult Protective Services.
- 2.1.1.4.3.11. Information and referral/2-1-1 programs.
- 2.1.1.4.3.12. Regional Public Health Networks.
- 2.1.1.4.3.13. Other community-based organizations.
- 2.1.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
- 2.1.1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.1.1.6. The Contractor shall maintain a waitlist of individuals who have been determined as eligible for Medicaid/Medicare supports and services, and/or other publically funded supports and services due to unavailability of funding or resources. The Contractor shall:
 - 2.1.1.6.1. Document information in the Refer 7 system for each individual waiting for services, in accordance with Department policies and procedures.
 - 2.1.1.6.2. Monitor the wait time for individuals to receive services, from the date of initial contact with ServiceLink to the date individuals receive services for which they are eligible.
 - 2.1.1.6.3. Provide quarterly reports to the Department that include, but are not limited to:
 - 2.1.1.6.3.1. The wait time for each individual by the type of service.
 - 2.1.1.6.3.2. Reason for wait time.
- 2.1.1.7. The Contractor shall conduct consumer satisfaction surveys on a quarterly basis to measure consumer satisfaction with delivered services. The Contractor shall:
 - 2.1.1.7.1. Utilize the Department's approved survey tool.
 - 2.1.1.7.2. Distribute the survey to consumers as directed by the Department.
 - 2.1.1.7.3. Collect completed surveys.
 - 2.1.1.7.4. Enter each completed survey into an online database as directed by the Department.



EXHIBIT B

2.1.2. Outreach and Education Services

2.1.2.2. The Contractor shall deliver outreach and education services to promote ServiceLink services.

2.1.2.3. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.

2.1.2.4. The Contractor shall submit an outreach and marketing plan to the Department for review and approval within sixty (60) days of the contract effective date which shall include, but is not limited to:

2.1.2.4.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.

2.1.2.4.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.

2.1.2.4.3. Strategies to assess the effectiveness of outreach and marketing activities.

2.1.2.4.4. Feedback loops to monitor and modify outreach and marketing activities as needed.

2.2. Consumer Information, Referral and Counseling Services

2.2.1. Information and Referral/Assistance Plan (I&R/A)

2.2.1.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:

2.2.1.1.1. A description of all systematic processes to ensure consistent delivery of services.

2.2.1.1.2. All services and resources available to the population of the geographic region.

2.2.1.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.

2.2.1.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer 7.5 Manual, and as amended.

2.2.1.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).

YMW



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- 2.2.1.5. The Contractor shall utilize the Refer 7 database to provide the most current information available to clients.
- 2.2.1.6. The Contractor shall provide Refer 7 Administration with current agency information which complies with the established Inclusion and exclusion policies in the Refer 7.5 Manual, and as amended.
- 2.2.1.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
- 2.2.1.8. The Contractor shall ensure staff:
 - 2.2.1.8.1. Attend outreach and education trainings, as directed by the Department.
- 2.2.1.9. Are trained in safeguarding the confidentiality of all clients as required by state and federal laws.
- 2.2.2. Transition Support Services
 - 2.2.2.1. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings.
 - 2.2.2.2. The Contractor shall assist individuals with the transition from acute care settings into their homes/communities.
 - 2.2.2.3. The Contractor shall assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
 - 2.2.2.4. The Contractor shall assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
 - 2.2.2.5. The Contractor shall assist individuals with accessing LTSS in order to transition back to the community.
 - 2.2.2.6. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
 - 2.2.2.7. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section O.
- 2.2.3. Specialized Care Transition Counseling
 - 2.2.3.1. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:
 - 2.2.3.1.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.



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- 2.2.3.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contract shall:
 - 2.2.3.2.1. Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems.
 - 2.2.3.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
 - 2.2.3.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, and coordination.
 - 2.2.3.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
 - 2.2.3.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
- 2.2.3.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services.
- 2.2.3.4. Engaging individuals while in an acute care setting to assist in transitioning to home and community-based settings, which includes, but is not limited to:
 - 2.2.3.4.1. Facilitating the coordination of services and supports needed for transition.
 - 2.2.3.4.2. Providing individuals with a safe and secure setting.
 - 2.2.3.4.3. Assisting in the prevention of hospital readmission.
- 2.2.3.5. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include but are not limited to:
 - 2.2.3.5.1. Hospital discharge planning meetings.
 - 2.2.3.5.2. Meetings with individuals and family members according to their preferences and goals for transition.
 - 2.2.3.5.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.2.3.5.4. Documenting contacts on behalf of transitioning individuals in the Refer 7 database.
 - 2.2.3.5.5. Developing transition plans for clients and assist individuals with finding and accessing home and



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community-based services according to the transition plan.

2.3. Consumer Program Eligibility and Enrollment

2.3.1. Long Term Supports and Services (LTSS) Eligibility Determination Services

2.3.1.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.

2.3.1.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:

2.3.1.2.1. Assisting individuals with determining appropriate payment and delivery of services.

2.3.1.2.2. Providing individuals with financial assessment, as applicable.

2.3.1.2.3. Assisting clients with accessing community-based LTSS programs.

2.3.1.2.4. Developing processes for accessing public LTSS programs.

2.3.1.2.5. Ensuring eligibility documents are completed and submitted to the Department.

2.3.1.2.6. Collaborating with the Department to assess and determine client eligibility.

2.3.1.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.

2.3.1.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.

2.3.1.2.9. Providing additional Person-Centered Options and Counseling to individuals determined ineligible for LTSS, as appropriate.

2.3.1.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.

2.3.1.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.

2.3.1.3. The Contractor shall collaborate with state and community programs that serve Medicare beneficiaries in rural areas to determine program eligibility for individuals seeking services, facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education about Medicare via referrals to ServiceLink. State and community programs may include, but are not limited to:



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- 2.3.1.3.1. NH Family Caregiver Program
- 2.3.1.3.2. State Nutrition Consultant for New Hampshire Meals on Wheels and Congregate Meals.
- 2.3.1.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence in areas that include, but are not limited to:
 - 2.3.1.4.1. Faith Based Communities and/or Parish Nurses.
 - 2.3.1.4.2. Social Security Administration.
 - 2.3.1.4.3. Low income housing sites.
 - 2.3.1.4.4. Senior Centers.
- 2.4. Specialty Program Services
 - 2.4.1. Family Caregiver Support Program Services
 - 2.4.1.1. The Contractor shall provide staffing according to Section 4, Staffing, Subsection 4.4, Paragraph 4.4.7 to conduct client assessments and ongoing home visits.
 - 2.4.1.2. The Contractor shall ensure staff maintain knowledge of current community resources.
 - 2.4.1.3. The Contractor shall ensure:
 - 2.4.1.3.1. A minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC); or
 - 2.4.1.3.2. A minimum of two (2) individuals in the geographic area are trained in the PTC curriculum.
 - 2.4.1.4. The Contractor shall:
 - 2.4.1.4.1. Facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
 - 2.4.1.4.2. Facilitate caregiver support groups, as needed.
 - 2.4.1.4.3. Collaborate with other caregiver support service agencies within the geographic area.
 - 2.4.1.4.4. Ensure staff attend the Department's Family Caregiver Support Program meetings.
 - 2.4.1.4.5. Conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population.
 - 2.4.1.4.6. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.



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- 2.4.1.4.7. Participate in an annual program review as determined by the Department.
- 2.4.1.5. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.4.1.6. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.4.1.7. The Contractor shall train staff on all Family Caregiver Support Program services, policies and procedures.
- 2.4.1.8. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.4.1.9. The Contractor shall provide copies of approved service plans and budgets to the department's Financial Management selected Contractor.
- 2.4.1.10. The Contractor shall comply with the Department policies and procedures relative to fiscal management for all paying and employer of record services.
- 2.4.2. State Health Insurance Program (SHIP) Assistance
- 2.4.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
- 2.4.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through the State Health Insurance Assistance Program (SHIP).
- 2.4.2.3. The Contractor shall provide staffing in accordance with Section 4, Staffing, Subsection 4.4, Paragraph 4.4.5.
- 2.4.2.4. The Contractor shall provide personalized counseling services.
- 2.4.2.5. The Contractor shall provide targeted community outreach in order to:
- 2.4.2.5.1. Increase consumer understanding of Medicare program benefits.
- 2.4.2.5.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
- 2.4.2.6. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
- 2.4.2.6.1. Assisting individuals with enrolling in appropriate benefit plans.
- 2.4.2.6.2. Providing continued enrollment assistance in Medicare prescription drug coverage.
- 2.4.2.7. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.



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- 2.4.2.8. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently: SHIP Training and Reporting System (STARS).
- 2.4.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services
 - 2.4.3.1. The Contractor shall educate the public on topics that include but are not limited to:
 - 2.4.3.1.1. Part D prescription drugs in rural areas.
 - 2.4.3.1.2. Medicare preventative services.
 - 2.4.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.
 - 2.4.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses by:
 - 2.4.3.2.1. Distributing promotional materials developed by CMS, ACL and the Department.
 - 2.4.3.2.2. Distributing promotional materials developed by CMS, ACL and the Department in order to increase awareness of available Medicare preventive services, that include but are not limited to:
 - 2.4.3.2.3. Wellness prevention screenings.
 - 2.4.3.2.4. Flu Shots.
 - 2.4.3.2.5. Implementing a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month, which includes but is not limited to:
 - 2.4.3.2.6. Mailing introductory letters regarding the program to town offices, housing sites, home health agencies, Faith Based Communities and/or parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
 - 2.4.3.2.7. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic area served.
 - 2.4.3.2.8. Drafting scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
 - 2.4.3.2.9. Purchasing media in the local area.



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- 2.4.3.3. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
- 2.4.4. Senior Medicare Patrol (SM) Services
- 2.4.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
- 2.4.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and education outreach planning.
- 2.4.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
- 2.4.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
- 2.4.4.5. The Contractors shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
- 2.4.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.
- 2.4.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
- 2.4.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.4.5. Veteran Directed Care (VD-Care) a/k/a Veterans Independence Program (VIP)
- 2.4.5.1. The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VD-Care Program staffing requirements and procedures.
- 2.4.5.2. The Contractor shall collaborate with and accepting referrals from:
- 2.4.5.2.1. The White River Junction Veterans Affairs Medical Center.
- 2.4.5.2.2. The Manchester Veterans Affairs Medical Center.



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- 2.4.5.3. The Contractor shall establish and maintain an advisory board that includes, but is not limited to, representatives from veterans groups, veterans and families in order to:
 - 2.4.5.3.1. Oversee the VD-Care program
 - 2.4.5.3.2. Receive feedback from stakeholders.
 - 2.4.5.3.3. Provide continuous improvement of the program.
- 2.4.5.4. The Contractor shall contact veterans referred to the VD-Care program by telephone, email, or other recognized means of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.
- 2.4.5.5. The Contractor shall assist veterans to determine the most appropriate services that will meet their needs.
- 2.4.5.6. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
- 2.4.5.7. The Contractor shall assist veterans in meeting LTSS needs, including but not limited to identifying a backup plan for support.
- 2.4.5.8. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
- 2.4.5.9. The Contractor shall monitor veteran budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.
- 2.4.5.10. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.
- 2.4.5.11. The Contractor shall maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.4.5.12. The Contractor shall comply with staff training requirements to provide the VD-Care and Financial Management Services, as applicable.
- 2.4.5.13. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:
 - 2.4.5.13.1. Monthly VD-Care calls.
 - 2.4.5.13.2. VD-Care sponsored trainings.
 - 2.4.5.13.3. VD-Care sponsored webinars.
- 2.4.5.14. The Contractor shall participate in VAMC quarterly program meetings.
- 2.4.5.15. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.



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3. Performance Measures and Reporting Requirements

3.1. ServiceLink Administrative Requirements & Consumer Information and Counseling Services

- 3.1.1. The Contractor shall provide monthly reports on 100% staff time track spent performing Medicaid allowable activities.
- 3.1.2. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.1.3. The Contractor shall track client data on a quarterly basis, including, but not limited to:
 - 3.1.3.1. Number of individuals served.
 - 3.1.3.2. Types of information/referrals provided to individuals.
 - 3.1.3.3. Total number of individuals pre-screened for financial eligibility for Medicaid funded LTC programs.
 - 3.1.3.4. Total number of individuals who withdraw due to counseling on functional eligibility.
 - 3.1.3.5. Follow-up services performed and frequency of services delivered.
 - 3.1.3.6. Length of contact.
 - 3.1.3.7. Number of individuals who answered "yes" or "no" to the following question: "Have you or a family member ever served in the military?"
- 3.1.4. The Contractor shall enter 100% of surveys received into an online database, as directed by the Department, on a quarterly basis.

3.2. Consumer Eligibility & Enrollment Services

- 3.2.1. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
 - 3.2.1.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
 - 3.2.1.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
 - 3.2.1.3. Systems-level outcomes to include ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.
 - 3.2.1.3.1. The Contractor shall provide comprehensive quarterly reports to the Department within thirty (30) days of the close of the quarter.
 - 3.2.1.3.2. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services. The Contractor shall have the ability and capacity to generate standard reports, which include, but are not limited to, monthly reports on:



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- 3.2.1.4. Demographics of individuals in need of specialized services.
- 3.2.2. The Contractor shall meet at a minimum the following performance measures:
 - 3.2.2.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
 - 3.2.2.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
 - 3.2.2.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
 - 3.2.2.4. The Contractor shall ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
 - 3.2.2.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
 - 3.2.2.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: "Have you or a family member ever served in the military?"
- 3.3. Specialty Program Services
 - 3.3.1. The Contractor submit the NH Family Caregiver Title III-E Federal Report to the Department on an annual basis.
 - 3.3.2. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging.
 - 3.3.3. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department, which must include, but is not limited to:
 - 3.3.3.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum.
 - 3.3.3.2. Number of Powerful Tools for Caregivers training session coordinated and/or conducted annually.
 - 3.3.3.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers trainings.
 - 3.3.3.4. Number of other caregiver specific training sessions coordinated and/or conducted annually.
 - 3.3.3.5. Expenditures and expenses for coordinating and conducting other caregiver specific training sessions.
 - 3.3.3.6. Number of caregivers and their families who received counseling.
 - 3.3.3.7. Number of sessions per caregiver and their families.
 - 3.3.3.8. Caregiver Support Group meetings Access Assistance (I&R) activities, which must include, but is not limited to:



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- 3.3.3.8.1. Number of caregivers assisted to obtain access to services and resources in the community.
- 3.3.3.8.2. Number of sessions per caregiver.
- 3.3.3.8.3. Number of caregivers referred to agencies.
- 3.3.3.8.4. A customized report on expenditures and expenses for providing I & R services.
- 3.3.3.9. Community Information sessions and outreach activities to caregiver that provides the public with program information, which must include, but is not limited to:
 - 3.3.3.9.1. Number of activities, including, but not limited to:
 - 3.3.3.9.2. Publications.
 - 3.3.3.9.3. Presentations.
 - 3.3.3.9.4. Media coverage.
 - 3.3.3.9.5. Estimated number of caregivers reached through outreach activities.
 - 3.3.3.9.6. Number of agencies involved with outreach activities.
 - 3.3.3.9.7. Expenditures and expenses for outreach activities.
- 3.3.3.10. Average annual income of caregivers including, but not limited to, those who:
 - 3.3.3.10.1. Receive grants.
 - 3.3.3.10.2. Receive training.
 - 3.3.3.10.3. Receive I & R supports.
 - 3.3.3.10.4. Receive counseling.
 - 3.3.3.10.5. Participate in support groups.
- 3.3.3.11. Supplemental Services, which must include, but is not limited to:
 - 3.3.3.11.1. A narrative description of the service and;
 - 3.3.3.11.2. Total number provided for each service.
- 3.3.4. The Contract shall report on performance measure for SHIP in Section 2, Subsection 2.4, Paragraph 2.4.2., as outlined by the ACL, and as amended and indicated in the table below:

Performance Measure	Reporting Method
3.3.4.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms embedded in Refer 7 SHIP Group, Team and Medicare forms in STARS



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<p>3.3.4.2. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.</p>	<p>To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month. SHIP Group, Team and Medicare forms in STARS</p>
<p>3.3.4.3. Contacts with Medicare beneficiaries under 65 – Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.</p>	<p>SHIP/STARS Beneficiary Forms imbedded in Refer 7</p>
<p>3.3.4.4. Hard-to-Reach Contacts – Percentage of Low-Income, rural, and non-native English contacts per total "hard-to-reach" Medicare beneficiaries in the State.</p>	<p>SHIP/STARS Beneficiary Forms imbedded in Refer 7</p>
<p>3.3.4.5. Enrollment Contacts – Percentage of unduplicated enrollment contacts (i.e., contacts with one or more qualifying enrollment topics) discussed per total Medicare beneficiaries in the State.</p>	<p>SHIP/STARS Beneficiary Forms imbedded in Refer 7</p>

3.3.5. The Contractor shall report on information requested by the Department, which includes, but is not limited to:

- 3.3.5.1. Quarterly SHIP progress reports.
- 3.3.5.2. Monthly outreach reports.

3.3.6. The Contractor shall meet or exceed the performance measures and provide reports for services identified in Section 2, Subsection 2.4, Paragraph 2.4.3.2., Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services as indicated below:

Performance Measure	Reporting Method
<p>3.3.6.1 Increase the number of Individuals provided with education about: LIS, MSP, and Medicare prescription drug coverage in rural areas</p>	<p>To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month.</p>



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	by five (5) percent of the total number enrolled in the programs in the previous twelve 12 months.	SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.6.2	Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services.	Monthly Outreach Activities Report STARS reports to include Client Contacts, Outreach and other activity.
3.3.6.3	Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of one (1) time per month.	Monthly Outreach Activities Report to the Department and entries into STARS reports to the Department.
3.3.6.4	Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings; as required by ACL for quarterly Progress Reports to the Department.

4. Staffing

- 4.1. The Contractor shall ensure ServiceLink staff have appropriate credentials, as outlined in Subsection 4.4, below.
- 4.2. The Contractor shall ensure counseling staff have the requisite skills and certifications to perform Person-Centered Options Counseling consistent with the NWD System within one (1) year of hire.
- 4.3. The Contractor shall follow the National Association of Social Workers' Code of Ethics.
- 4.4. The Contractor shall provide staff as follows:
 - 4.4.1. Program Manager – One (1) FTE who meets the following certifications within one (1) year of hire:
 - 4.4.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.1.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.1.3. SHIP/SMP certification training and certification.
 - 4.4.1.4. SMP Foundations training and assessment.
 - 4.4.2. Information and Referral Staff who meet the following requirements within one (1) year of hire:
 - 4.4.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.2.2. Obtain training in Person-Centered Counseling.
 - 4.4.2.3. Obtain certification as a State Health Insurance Assistance (SHIP).



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- 4.4.2.4. SMP Foundations training and assessment.
 - 4.4.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS AD) certification.
 - 4.4.3.2. Obtain training and Certification in Person-Centered Counseling.
 - 4.4.3.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.3.4. SMP Foundations training and assessment.
 - 4.4.4. **4.4.4 Person-Centered Options Counseling Caregiver Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.4.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS AD) certification.
 - 4.4.4.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.4.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
 - 4.4.4.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor.
 - 4.4.4.5. SMP Foundations training and assessment.
 - 4.4.5. **State Health Insurance Assistance Program (SHIP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS AD) within one (1) year of hire and:
 - 4.4.5.1. Within six (6) months of hire are certified in SHIP training and assessments; and
 - 4.4.5.2. Within six (6) months of hire are certified in SMP foundations training and assessment; and
 - 4.4.5.3. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
 - 4.4.6. **Senior Medicare Patrol (SMP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS AD) within one (1) year of hire and:
 - 4.4.6.1. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
 - 4.4.6.2. Within six (6) months of hire are certified in SMP foundations training and assessment.
 - 4.4.7. The Contractor shall provide staffing for the NH Family Caregiver Program at no less than .75 full-time equivalent (FTE).
 - 4.4.8. The Contractors shall provide staffing for the SHIP, SMP, and MIPPA services at no less than .75 FTE.
- 4.5. Criminal Background Check and BEAS State Registry Checks



EXHIBIT B

- 4.5.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
 - 4.5.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
 - 4.5.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
 - 4.5.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
- 4.5.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.

5. Additional Terms

5.1. Credits and Copyright Ownership

- 5.1.1. 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."
- 5.1.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.1.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.1.3.1. Brochures.
 - 5.1.3.2. Resource directories.
 - 5.1.3.3. Protocols or guidelines.
 - 5.1.3.4. Posters.
 - 5.1.3.5. Reports.
- 5.1.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records



EXHIBIT B

- 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.
7. Exhibits Incorporated
 - 7.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
 - 7.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
 - 7.3. All Exhibits D through K are attached hereto and incorporated by reference herein.



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 55.97%, Federal Funds, by the
 - 1.1.1. United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667), FAIN: 2001NHSOSR; 50% Federal Funds, 50% General Funds.
 - 1.1.2. United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 2001NHOAFC-02; 75% Federal Funds, 25% General Funds.
 - 1.1.3. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID; 50% Federal Funds, 50% General Funds.
 - 1.1.4. United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03-01; 100% Federal Funds
 - 1.1.5. United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-02-03; 100% Federal Funds
 - 1.1.6. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00; 100% Federal Funds
 - 1.2. 44.03% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0, et seq.
 - 2.2. The Indirect Cost Rate of .8% 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 item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.



EXHIBIT C

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 dhhs.beasinvoices@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
105 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.
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 18 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:



EXHIBIT C

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

Line C-1 Budget

New Hampshire Department of Health and Human Services

Contract Name: Crotin County Senior Citizens Council, Inc.

Budget Request for: RFA-2021-01 153-08-SCRY-04
Services: Aging and Disability Resource Center Services

Budget Period: 7/1/21 - 6/30/21

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	2,200,000	1,875,000	4,075,000				2,200,000	1,875,000	4,075,000
2. Contractor Bar/fees	36,100		36,100				36,100		36,100
3. Consultants									
4. Contractors:									
Travel									
Motor and Maintenance	1,278,000		1,278,000				1,278,000		1,278,000
Registration/Convention									
5. Supplies:									
Supplies									
Lab									
Pharmacy									
Medical									
Office									
6. Travel	12,244,000	814,000	13,058,000				12,244,000	814,000	13,058,000
7. Occupancy	25,100,000		25,100,000				25,100,000		25,100,000
8. Contract Expenses:									
Telephone	3,211,000		3,211,000				3,211,000		3,211,000
Postage	1,347,000		1,347,000				1,347,000		1,347,000
Subscriptions	64,000		64,000				64,000		64,000
Auto and Lease									
Insurance									
Board Expenses									
9. Software									
10. Information/Communication	20,000		20,000				20,000		20,000
11. Staff Education and Training	1,481,000		1,481,000				1,481,000		1,481,000
12. Support/Travel/Supplies									
13. Other Family/Client Involvement:									
Travel									
Materials									
TOTAL	318,612,000	2,532,000	321,144,000				318,612,000	2,532,000	321,144,000

Indirect As A Percent of Direct 0.8%

Exhibit C-3 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Grafton County Senior Citizens Council, Inc.

Budget Request for: RFA-2021-01-TSS-09-SERV-04
Services: Life Aging and Disability Resource Center Services

Budget Period: 7/1/21 - 6/30/22

Line Item	Total Program Cost			Contract Share Match			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	22,557.00	1,837.00	24,394.00				22,557.00	1,837.00	24,394.00
2. Unemployment Benefit	54,188.00		54,188.00				54,188.00		54,188.00
3. Consultants									
4. Equipment									
Travel									
Rent and Maintenance	1,478.00		1,478.00				1,478.00		1,478.00
Telephone/Computer									
5. Supplies									
Educational									
Lift									
Inventory									
Medical									
Office									
6. Travel	17,544.00	814.00	18,358.00				17,544.00	814.00	18,358.00
7. Occupancy	25,194.00		25,194.00				25,194.00		25,194.00
8. Current Expenses									
Telephone	3,211.00		3,211.00				3,211.00		3,211.00
Postage	1,347.00		1,347.00				1,347.00		1,347.00
Copies/Prints	68.00		68.00				68.00		68.00
Auto and Lease									
Insurance									
Miscellaneous									
9. Depreciation									
10. Other (Utilities/Communications)	322.00		322.00				322.00		322.00
11. Bond (Education and Training)	1,481.00		1,481.00				1,481.00		1,481.00
12. Subcontract/Agreements									
13. Other (Specialized Services/Personnel)									
Personnel									
Materials									
TOTAL	318,317.00	-7,184.00	325,497.78				318,318.00	1,094.00	325,497.78

Indirect As A Percent of Direct



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)

262 Cottage St, Suite 6-25, Littleton, Grafton County, NH 03561
10 Campbell St, Lebanon, Grafton County, NH 03766

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

Vendor Name: Grafton County Senior Citizens Council, Inc.

4-27-2020
Date

Kathleen Vasconcelos
Name: Kathleen Vasconcelos
Title: Executive Director



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: Grafton County Senior Citizens Council, Inc.

4-27-2020
Date

Kathleen Vasconcelos
Name: Kathleen Vasconcelos
Title: Executive Director



**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: Grafton County Senior Citizens Council, Inc

4-27-2020
Date

Name: Kathleen Vasconcelos
Title: Executive Director



**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

Vendor Initials

JMU

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

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: Crafton County Senior Citizens Council, Inc.

4-27-2020
Date

Kathleen Vosconcelos
Name: Kathleen Vosconcelos
Title: Executive Director

Exhibit G

Vendor Initials KVV

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and WNA/Celotower 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: Grafton County Senior Citizens Council, Inc.

4-27-2020
Date

Kathleen Vasconcelos
Name: Kathleen Vasconcelos
Title: Executive Director



**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.



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

Contractor Initials

KMV

Date 4-27-2020



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.

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Contractor Initials

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Date 4-27-2020



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) I, 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 State

[Signature]
Signature of Authorized Representative

Christie Tappan
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

May 1, 2020
Date

Grafton County Senior Citizens Council, Inc.
Name of the Contractor

[Signature]
Signature of Authorized Representative

Kathleen Vasconcelos
Name of Authorized Representative

Executive Director
Title of Authorized Representative

4-27-2020
Date



**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:

Kathleen Vasconcelos
Name: Kathleen Vasconcelos
Title: Executive Director

4-27-2020
Date



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: 028411510
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: _____

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

KMW

New Hampshire Department of Health and Human Services

Exhibit K.

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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.).

New Hampshire Department of Health and Human Services

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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/doi/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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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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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

[Handwritten initials]

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

This Amendment to the ServiceLink Aging and Disability Resource Center Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Partnership for Public Health, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 20, 2020, (Item #18), as amended with Governor approval on December 30, 2020 and presented to the Executive Council on February 17, 2021 (Informational Item #A), as amended and approved by the Governor and Executive Council on March 23, 2022 (Item #28), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A Revisions to Standard Contract Provisions, Subsection 1.2, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,789,617.94
3. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B Amendment #3, Scope of Services in order to correct various scrivener's errors, align scope with necessary services, and incorporate changes in Amendment #2, as approved by the Governor and Executive Council on March 23, 2022, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, Section 1 to read:
 1. This Agreement is funded by:
 - 1.1. 57.23%, Federal Funds as follows:
 - 1.1.1. 2.78% United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667), FAIN: 2101NHSOSR.
 - 1.1.2. 9.63% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 21AANHT3FC.
 - 1.1.3. 27.82% United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID.
 - 1.1.4. 6.75% United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03.
 - 1.1.5. 6.89% United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-04.

- 1.1.6. 2.50% United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00.
- 1.1.7. 0.67% United States Department of Health and Human Services, Money Follows the Person Rebalancing Demonstration, (CFDA #93.791), FAIN 1LICMS300148-01-10.
- 1.1.8. 0.12% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services, (ALN# 93.044), FAIN 2001NHSSC3, CARES ACT Title III.
- 1.1.9. 0.07% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services, (ALN# 93.044), FAIN 2101NHSSC6, American Rescue Plan Title III-B.

1.2 42.77% General funds.

5. Modify Exhibit C, Payment Terms, Section 3, to read:

- 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 item, as specified in Exhibits C-1 Amendment #1, Budget through Exhibit C-4 Amendment #3, Budget.

6. Modify Exhibit C, Payment Terms, Section 4, to read:

- 4. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
 - 4.1. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 4.2. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.3. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.

7. Modify Exhibit C, Payment Terms, Section 12, Subsection 12.1, to update the introductory language only as specified in Subsection 12.1 with no changes to Paragraphs 12.1.1 through 12.1.3, to read:

12.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

- 8. Add Exhibit C-3 Amendment #3 Budget, which is attached hereto and incorporated by reference herein.
- 9. Add Exhibit C-4 Amendment #3 Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

5/13/2022

Date

DocuSigned by:
Melissa Hardy

Name: Melissa Hardy
Title: Director, DLSS

5/11/2022

Date

Partnership for Public Health, Inc.
DocuSigned by:
Tamera Carmichael

Name: Tamera Carmichael
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/13/2022
Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #3

Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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 meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in Belknap County and Carroll County.
- 1.5. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.5.1. Serve as a highly visible and trusted place for New Hampshire residents of all ages and income limits to receive objective and unbiased information on a full range of long term care supports and services.
 - 1.5.2. Promote awareness of the various options available to people in their community.
 - 1.5.3. Refer individuals to needed services.
 - 1.5.4. Provide person-centered one-on-one assistance and decision support to individuals.
 - 1.5.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
 - 1.5.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.

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- 1.5.7. Serve all adults regardless of physical, intellectual or development disability or mental illness.
- 1.5.8. Provide information regarding community-based long-term supports and services.
- 1.5.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.

2. Statement of Work

2.1. ServiceLink Administrative Requirements

- 2.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice, and methods of services. The Contractor shall:
 - 2.1.1.1. Operate as an independent program.
 - 2.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
 - 2.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.
 - 2.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.
- 2.1.2. The Contractor shall occupy an independent office space that, at a minimum:
 - 2.1.2.1. Is an easily accessible area and location.
 - 2.1.2.2. Meets all applicable state and local building rules and ordinances.
 - 2.1.2.3. Has sufficient space that includes, but is not limited to:
 - 2.1.2.3.1. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.
 - 2.1.2.3.2. A confidential meeting room to accommodate a minimum of three (3) individuals.
 - 2.1.2.4. Has barrier-free/handicap access.

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ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #3

- 2.1.2.5. Has appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:
 - 2.1.2.5.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.
 - 2.1.2.5.2. The New Hampshire Department of Military Affairs and Veterans Services.
- 2.1.2.6. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
 - 2.1.3.5. Accepting calls transferred from the ServiceLink general telephone line including:
 - 2.1.3.5.1. Providing a minimum of forty (40) hours per week of ServiceLink general telephone line services Monday through Friday between the hours of 8:00 am and 5:00 pm;
 - 2.1.3.5.2. Logging all received telephone calls, including:
 - 2.1.3.5.2.1. Date of call;
 - 2.1.3.5.2.2. Name of caller;
 - 2.1.3.5.2.3. Telephone number of caller; and
 - 2.1.3.5.2.4. The ServiceLink provider to whom the caller was referred.

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ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #3

- 2.1.3.5.3. Transferring calls to applicable ServiceLink provider; and
- 2.1.3.5.4. Responding to calls left on voicemail within one (1) business day from the time the call is received.
- 2.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.4.2.1. Scheduling meetings.
 - 2.1.4.2.2. Inviting participants.
 - 2.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.4.2.5. Recording minutes from each meeting.
 - 2.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) business days after each meeting.
 - 2.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, which may include, but are not limited to:
 - 2.1.4.3.1. State or regional hospitals.
 - 2.1.4.3.2. Senior centers.
 - 2.1.4.3.3. Physician practices.
 - 2.1.4.3.4. Home health agencies.
 - 2.1.4.3.5. Community mental health centers.
 - 2.1.4.3.6. Municipal health and welfare providers.
 - 2.1.4.3.7. Brain Injury Associations.
 - 2.1.4.3.8. Centers for Independent Living.
 - 2.1.4.3.9. Department of Military Affairs and Veteran Services.
 - 2.1.4.3.10. Adult Protective Services.

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**New Hampshire Department of Health and Human Services
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- 2.1.4.3.11. Information and referral/2-1-1 programs.
 - 2.1.4.3.12. Regional Public Health Networks.
 - 2.1.4.3.13. Other community-based organizations.
 - 2.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
- 2.1.5. The Contractor shall utilize the Refer/Navigate database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.2. Quality Assurance
 - 2.2.1. The Contractor shall develop and implement a locally-based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:
 - 2.2.1.1. Meet the needs of individuals;
 - 2.2.1.2. Are sustained throughout the geographic area; and
 - 2.2.1.3. Produce measurable results.
 - 2.2.2. The Contractor shall conduct consumer satisfaction surveys on an ongoing basis to measure consumer satisfaction with delivered services. The Contractor shall:
 - 2.2.2.1. Utilize the Department's approved survey tool;
 - 2.2.2.2. Distribute the survey to consumers as directed by the Department;
 - 2.2.2.3. Collect completed surveys, as applicable; and
 - 2.2.2.4. Enter each completed survey into an online database as directed by the Department.
- 2.3. Outreach and Education
 - 2.3.1. The Contractor shall deliver outreach and education services to promote ServiceLink services.
 - 2.3.2. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.
 - 2.3.3. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.

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ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #3

- 2.3.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence with service providers including, but not limited to:
 - 2.3.4.1. Faith Based Communities and/or Parish Nurses.
 - 2.3.4.2. The Social Security Administration.
 - 2.3.4.3. Low income housing sites.
 - 2.3.4.4. Senior Centers.
- 2.3.5. The Contractor shall implement the Department-approved outreach and marketing plan, which includes, but is not limited to:
 - 2.3.5.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.
 - 2.3.5.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
 - 2.3.5.3. Strategies to assess the effectiveness of outreach and marketing activities.
 - 2.3.5.4. Feedback loops to monitor and modify outreach and marketing activities as needed.

2.4. Training

- 2.4.1. The Contractor shall ensure all staff, including but not limited to the site manager, receive training within one (1) year of hire, that includes, but is not limited to:
 - 2.4.1.1. Outreach and education trainings.
 - 2.4.1.2. Person-Centered Options Counseling training.
 - 2.4.1.3. Safeguarding the confidentiality of all clients, as required by state and federal laws.
 - 2.4.1.4. Alliance of Information and Referral Standards (AIRS) Certification training.

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- 2.4.1.5. SHIP/SMP Certification through the attendance of a Medicare 101 training, or be fully SHIP-certified if the staff member is a SHIP counselor.
- 2.4.1.6. SMP Foundations training.
- 2.5. Information & Referral/Assistance Plan and Person-Centered Options Counseling
 - 2.5.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:
 - 2.5.1.1. A description of all systematic processes to ensure consistent delivery of services.
 - 2.5.1.2. All services and resources available to the population of the geographic region.
 - 2.5.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.
 - 2.5.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer/Navigate Manual, and as amended.
 - 2.5.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).
 - 2.5.5. The Contractor shall utilize the Refer/Navigate database to provide the most current information available to clients.
 - 2.5.6. The Contractor shall provide the Refer/Navigate Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer/Navigate Manual, and as amended.
 - 2.5.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
- 2.6. Specialized Care Transition Counseling and Support Services
 - 2.6.1. The Contractor shall assist individuals, regardless of income, with avoiding unnecessary placements in institutional settings including, but not limited to nursing homes, rehabilitation facilities, and transitional housing settings.
 - 2.6.2. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.

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- 2.6.3. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:
- 2.6.3.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.
 - 2.6.3.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contractor shall:
 - 2.6.3.2.1. Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems;
 - 2.6.3.2.2. Establish a process for identifying individuals and caregivers in need of transition support services;
 - 2.6.3.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, and coordination;
 - 2.6.3.2.4. Perform consultation services for hospital staff regarding available LTSS in the community;
 - 2.6.3.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations; and
 - 2.6.3.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services.
 - 2.6.3.4. Engaging individuals while they are in an acute care setting in order to assist with transitioning to home and community-based settings, which includes, but is not limited to:
 - 2.6.3.4.1. Facilitating the coordination of services and supports needed for transition.

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- 2.6.3.4.2. Providing individuals with a safe and secure setting.
- 2.6.3.5. Assisting in the prevention of hospital readmission.
- 2.6.4. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include, but are not limited to:
 - 2.6.4.1. Hospital and nursing home discharge planning meetings.
 - 2.6.4.2. Meetings with individuals and family members according to their preferences and goals for transition.
 - 2.6.4.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.6.4.4. Documenting contacts on behalf of transitioning individuals in the Refer/Navigate database.
 - 2.6.4.5. Developing transition plans for clients and assisting individuals with finding and accessing home and community-based services according to the transition plan.
- 2.7. Long Term Supports and Services (LTSS) Eligibility Determination Services
 - 2.7.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.
 - 2.7.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:
 - 2.7.2.1. Assisting individuals with determining appropriate payment and delivery of services.
 - 2.7.2.2. Providing individuals with financial assessment, as applicable.
 - 2.7.2.3. Assisting clients with accessing community-based LTSS programs.
 - 2.7.2.4. Developing processes for accessing public LTSS programs.
 - 2.7.2.5. Ensuring eligibility documents are completed and submitted to the Department.
 - 2.7.2.6. Collaborating with the Department to assess and determine client eligibility.

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- 2.7.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.
- 2.7.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.
- 2.7.2.9. Providing additional Person-Centered Options and Counseling to individuals determined ineligible for LTSS, as appropriate.
- 2.7.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.
- 2.7.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.
- 2.7.3. The Contractor shall collaborate with State and community programs, which may include, but are not limited to, the NH Caregiver Program, home-delivered meals, congregate meals, and in-home care services, which may serve Medicare beneficiaries across New Hampshire to determine program eligibility for individuals seeking services, to facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education on Medicare and other community-based programs.
- 2.8. Specialty Program Services
 - 2.8.1. Family Caregiver Support Program Services
 - 2.8.1.1. The Contractor shall ensure staff maintain knowledge of current community resources.
 - 2.8.1.2. The Contractor shall ensure:
 - 2.8.1.2.1. A minimum of one (1) staff member is trained as a class leader in an evidence-based curriculum for caregivers, such as Powerful Tools for Caregivers (PTC); or
 - 2.8.1.2.2. A minimum of two (2) individuals in the geographic area are trained in an evidenced-based curriculum for caregivers such as the PTC curriculum.
 - 2.8.1.3. The Contractor shall facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training or other evidenced-based curriculum for caregivers to a minimum of five (5) caregivers on an annual basis.

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- 2.8.1.4. The Contractor shall facilitate caregiver support groups, as needed.
- 2.8.1.5. The Contractor shall collaborate with other caregiver support service agencies within the geographic area.
- 2.8.1.6. The Contractor shall ensure staff attend the Department's Family Caregiver Support Program meetings.
- 2.8.1.7. The Contractor shall conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population on an annual basis.
- 2.8.1.8. The Contractor shall monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.
- 2.8.1.9. The Contractor shall participate in an annual program review as determined by the Department.
- 2.8.1.10. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.8.1.11. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.8.1.12. The Contractor shall provide a minimum of bimonthly contact with the caregivers they support.
- 2.8.1.13. The Contractor shall ensure all new staff who administer the NH Family Caregiver Support Program:
 - 2.8.1.13.1. Are trained by a BEAS Designee; and
 - 2.8.1.13.2. Are monitored for progress within Program, including, but not limited to, remaining current on all Family Caregiver Support Program services, policies and procedures.
- 2.8.1.14. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.8.1.15. The Contractor shall provide copies of approved service plans and budgets to the Department's Financial Management contractor.
- 2.8.1.16. The Contractor shall comply with the Department policies and procedures relative to fiscal management for bill paying and employer of record services.

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2.8.2. State Health Insurance Program (SHIP) Assistance

- 2.8.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
- 2.8.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through SHIP.
- 2.8.2.3. The Contractor shall provide personalized counseling services.
- 2.8.2.4. The Contractor shall provide targeted community outreach in order to:
 - 2.8.2.4.1. Increase consumer understanding of Medicare program benefits.
 - 2.8.2.4.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
- 2.8.2.5. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
 - 2.8.2.5.1. Assisting individuals with enrolling in appropriate benefit plans.
 - 2.8.2.5.2. Providing continued enrollment assistance in Medicare prescription drug coverage.
- 2.8.2.6. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.
- 2.8.2.7. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently; SHIP Training and Reporting System (STARS).

2.8.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services

- 2.8.3.1. The Contractor shall educate the public on topics that include, but are not limited to:
 - 2.8.3.1.1. Part D prescription drugs in rural areas.
 - 2.8.3.1.2. Medicare preventative services.

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- 2.8.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.
- 2.8.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses, as well as awareness of Medicare preventive services, by distributing promotional materials developed by CMS, ACL and the Department.
- 2.8.3.3. The Contractor shall implement a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month which includes, but is not limited to:
 - 2.8.3.3.1. Mailing introductory letters regarding the program to agencies which may include, but are not limited to:
 - 2.8.3.3.1.1. Town offices.
 - 2.8.3.3.1.2. Housing sites.
 - 2.8.3.3.1.3. Home health agencies.
 - 2.8.3.3.1.4. Faith-based Communities and parish nurses.
 - 2.8.3.3.1.5. Public libraries.
 - 2.8.3.3.1.6. Fuel assistance agencies.
 - 2.8.3.3.1.7. Hospital public affairs managers.
 - 2.8.3.3.1.8. Pharmacies.
 - 2.8.3.3.1.9. Medical practices.
 - 2.8.3.3.1.10. Other community partners.
 - 2.8.3.3.2. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic area served.
 - 2.8.3.3.3. Drafting scripts for radio, newspapers, and public service announcements with Department approval prior to publication.
 - 2.8.3.3.4. Purchasing media in the local area.
- 2.8.3.4. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug

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EXHIBIT B Amendment #3

coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).

2.8.4. Senior Medicare Patrol (SMP) Services

- 2.8.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
- 2.8.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and education outreach planning.
- 2.8.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded Medicare awareness and coverage.
- 2.8.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
- 2.8.4.5. The Contractor shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
- 2.8.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.
- 2.8.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
- 2.8.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.

2.8.5. Veteran Directed Care (VDC)

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- 2.8.5.1. The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VDC Program staffing requirements and procedures.
- 2.8.5.2. The Contractor shall collaborate with and accepting referrals from:
 - 2.8.5.2.1. The White River Junction Veterans Affairs Medical Center; and
 - 2.8.5.2.2. The Manchester Veterans Affairs Medical Center.
- 2.8.5.3. The Contractor shall contact veterans referred to the VDC program by telephone, email, or other recognized means of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.
- 2.8.5.4. The Contractor shall assist veterans with determining the most appropriate services that will meet their needs.
- 2.8.5.5. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
- 2.8.5.6. The Contractor shall assist veterans with meeting LTSS needs, including but not limited to, identifying backup plans of support.
- 2.8.5.7. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
- 2.8.5.8. The Contractor shall monitor veterans' budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.
- 2.8.5.9. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.
- 2.8.5.10. The Contractor shall comply with staff training requirements to provide the VDC and Financial Management Services, as applicable.
- 2.8.5.11. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and

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its policies and processes, which includes, but is not limited to:

- 2.8.5.11.1. Monthly VDC calls.
- 2.8.5.11.2. VDC sponsored trainings.
- 2.8.5.11.3. VDC sponsored webinars.
- 2.8.5.12. The Contractor shall participate in VAMC quarterly program meetings.
- 2.8.5.13. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.
- 2.8.6. Bureau of Housing Services Assessments
 - 2.8.6.1. The Contractor shall complete the Person-Centered Planning assessment with clients referred from the Bureau of Housing Services (BHS), at the direction of BHS, only so long as funding related to the BHS-Medicaid 1915i waiver is available to reimburse for the assistance provided.

3. Performance Measures and Reporting Requirements

- 3.1. The Contractor shall report on data collected in the Refer/Navigate system to the Department in a Department approved format, as requested.
- 3.2. The Contractor shall provide quarterly narrative reports regarding community partnerships and outreach as outlined by the Department.
- 3.3. The Contractor shall maintain a record of completed staff training and education, including Medicare training, to be made available to the Department upon request.
- 3.4. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging and agrees to enter all needed data in the database accurately and timely.
- 3.5. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department, which must include, but is not limited to:
 - 3.5.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum or other evidenced-based curriculum for caregivers.



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- 3.5.2. Number of Powerful Tools for Caregivers or other evidenced-based training session for caregivers coordinated and/or conducted annually.
- 3.5.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers or other evidenced-based curriculum for caregiver trainings.
- 3.5.4. Expenditures and expenses for outreach activities.
- 3.5.5. Average annual income of caregivers including, but not limited to, those who:
 - 3.5.5.1. Receive grants;
 - 3.5.5.2. Receive training;
 - 3.5.5.3. Receive I & R supports;
 - 3.5.5.4. Receive counseling; or
 - 3.5.5.5. Participate in support groups.
- 3.6. The Contractor shall report on the following ACL performance measures on the SHIP/STARS Beneficiary Forms:
 - 3.6.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.
 - 3.6.2. Contacts with Medicare beneficiaries under 65 – Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.
 - 3.6.3. Hard-to-Reach Contacts – Percentage of Low-income, rural, and non-native English contacts per total "hard-to-reach" Medicare beneficiaries in the State.
 - 3.6.4. Enrollment Contacts – Percentage of unduplicated enrollment contacts with one or more qualifying enrollment topics discussed per total Medicare beneficiaries in the State.
- 3.7. The Contractor shall report on the following ACL performance measures on the Monthly Outreach and Activities (AKA the Check and Balance) reports due to the Department by the 15th of each month for the prior month:
 - 3.7.1. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.
 - 3.7.2. Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services.
 - 3.7.3. The number of individuals provided with education about: LIS MSP, and Medicare prescription drug coverage in rural areas.

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- 3.8. The Contractor shall demonstrate partnerships and evaluate effectiveness and lessons learned in the Quarterly SHIP and SMP progress reports.
- 3.9. The Contractor shall effectively advertise, promote, and conduct SHIP, MIPPA, and/or SMP educational outreach and/or enrollment event activities at a minimum of one (1) time per month.

4. Staffing

- 4.1. The Contractor shall ensure staff follow the National Association of Social Workers' Code of Ethics.
- 4.2. The Contractor shall provide staff as follows:
 - 4.2.1. One (1) full-time equivalent (FTE) Program Manager.
 - 4.2.2. Staff with the proper trainings and certifications to provide Information & Referral/Assistance (I&R/A) services; Person-Centered Options Counseling; and Person-Centered Transition Support.
 - 4.2.3. Staff for the NH Family Caregiver Program at no less than 1 FTE for Belknap County and .5 FTE for Carroll County.
 - 4.2.4. Staff for the SHIP, SMP, and MIPPA services at no less than .75 FTE for Belknap County and .5 FTE for Carroll County.
- 4.3. Criminal Background Check and BEAS State Registry Checks
 - 4.3.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
 - 4.3.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
 - 4.3.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
 - 4.3.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 4.3.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the selected Vendor. The BEAS



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State Registry check must be provided to the Department upon request by the Department.

5. Exhibits Incorporated

- 5.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 5.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 5.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

6. Additional Terms

- 6.1. Impacts Resulting from Court Orders or Legislative Changes
 - 6.1.1. 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.
- 6.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
 - 6.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 6.3. Credits and Copyright Ownership
 - 6.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or

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required, e.g., the United States Department of Health and Human Services.”

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

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

6.3.3.1. Brochures.

6.3.3.2. Resource directories.

6.3.3.3. Protocols or guidelines.

6.3.3.4. Posters.

6.3.3.5. Reports.

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

6.4. Operation of Facilities: Compliance with Laws and Regulations

6.4.1. 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 Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6.5. Eligibility Determinations

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

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- 6.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 6.5.3. In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 6.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

7. Records

- 7.1. The Contractor shall keep records that include, but are not limited to:
 - 7.1.1. 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.
 - 7.1.2. 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.
 - 7.1.3. 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.
 - 7.1.4. Medical records on each patient/recipient of services.

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5/11/2022

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
- 7.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services	
<i>Complete one budget form for each budget period.</i>	
Contractor Name: <i>Partnership for Public Health, Inc.</i>	
Budget Request for: <i>ServiceLink Aging and Disability Resource Center Services</i>	
Budget Period <i>7/1/2022-6/30/2023</i>	
Indirect Cost Rate (if applicable) <i>13.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$277,000
2. Fringe Benefits	\$57,276
3. Consultants	\$12,076
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$3,449
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$1,429
6. Travel	\$2,500
7. Occupancy	\$22,752
8. Software	\$515
9. (a) Other - Marketing/Communications	\$2,500
9. (b) Other - Education and Training	\$880
9. (c) Current Expense	
<i>Telephone</i>	\$5,168
<i>Postage</i>	\$1,203
<i>Subscriptions</i>	\$460
<i>Audit & Legal</i>	\$2,637
<i>Insurance</i>	\$3,426
<i>Meeting Expense</i>	\$275
<i>Recruitment Costs</i>	\$500
<i>Board Expenses</i>	\$0
10. Subrecipient Contracts	\$1
Total Direct Costs	\$394,047
Total Indirect Costs	\$50,778
TOTAL	\$444,825

Contractor Initials


Date 5/11/2022

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <i>Partnership for Public Health, Inc.</i> Budget Request for: <i>ServiceLink Aging and Disability Resource Center Services</i> Budget Period <i>7/1/2023-6/30/2024</i> Indirect Cost Rate (if applicable) <i>13.00%</i>	
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7. Occupancy	\$22,752
8. Software	\$515
9. (a) Other - Marketing/Communications	\$2,500
9. (b) Other - Education and Training	\$880
9. (c) Current Expense	
<i>Telephone</i>	\$5,168
<i>Postage</i>	\$1,203
<i>Subscriptions</i>	\$460
<i>Audit & Legal</i>	\$2,637
<i>Insurance</i>	\$3,426
<i>Meeting Expense</i>	\$275
<i>Recruitment Costs</i>	\$500
<i>Board Expenses</i>	\$0
10. Subrecipient Contracts	\$1
Total Direct Costs	\$394,047
Total Indirect Costs	\$50,778
TOTAL	\$444,825


 Contractor Initials _____
 Date 5/11/2022

State of New Hampshire

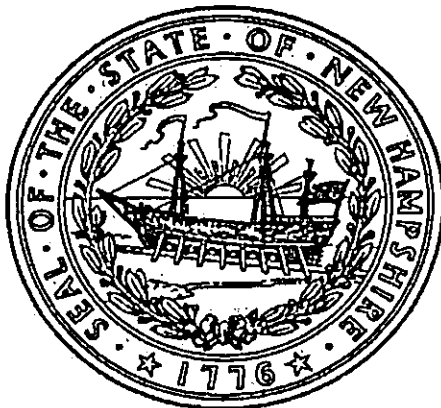
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PARTNERSHIP FOR PUBLIC HEALTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 21, 2005. 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: 534847

Certificate Number: 0005775671



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of May A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Brian Lamontagne 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 Partnership For Public Health, Inc..
(Corporation/LLC Name)

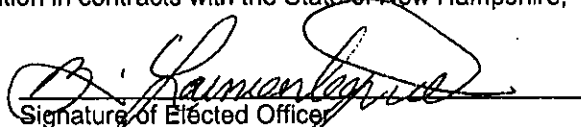
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 22, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Tamera Carmichael, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

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

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

Dated: 5/11/22



Signature of Elected Officer
Name: Brian Lamontagne
Title: Board of Directors Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2022

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

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

PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425		CONTACT NAME: Eleanor Spinazzola PHONE (A/C, No, Ext): (603) 293-2791 FAX (A/C, No): (603) 293-7188 E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net															
INSURED Partnership for Public Health, Inc. 67 Water Street, Suite 105 Laconia NH 03246		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Technology Insurance Co</td> <td>42376</td> </tr> <tr> <td>INSURER B : Wesco Insurance Co</td> <td>25011</td> </tr> <tr> <td>INSURER C : Twin City Fire Insurance Co</td> <td>29459</td> </tr> <tr> <td>INSURER D : United States Fire Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A : Technology Insurance Co	42376	INSURER B : Wesco Insurance Co	25011	INSURER C : Twin City Fire Insurance Co	29459	INSURER D : United States Fire Insurance Co.		INSURER E :		INSURER F :	
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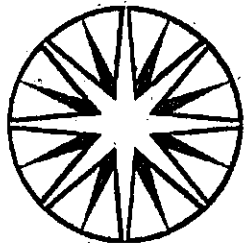
COVERAGES **CERTIFICATE NUMBER: 22** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			TPP1721339	03/10/2022	03/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 Professional Liability- \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			TPP1721339	03/10/2022	03/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			WUM1956060	03/10/2022	03/10/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	04WECRJ0009	01/01/2022	01/01/2023	<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
D	Accident/Health			US1379272	03/10/2022	03/10/2023	

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

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Partnership for Public Health

Mission Statement

*To improve the health and well being of the region
through inter-organizational collaboration and
community and public health improvement
activities*

Partnership for Public Health, Inc.
Formerly known as Lakes Region Partnership for
Public Health, Inc.
Financial Statements
June 30, 2020 and 2019
and
Independent Auditor's Report

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH
FINANCIAL STATEMENTS
June 30, 2020 and 2019

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

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Partnership for Public Health, Inc.
Formerly known as Lakes Region Partnership for Public Health, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Partnership for Public Health, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, 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.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Partnership for Public Health, Inc. as of June 30, 2020 and 2019, 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.

Vashon Clukay & Company PC

Manchester, New Hampshire
December 22, 2020

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Financial Position
June 30, 2020 and 2019

ASSETS	<u>2020</u>	<u>2019</u>
CURRENT ASSETS:		
Cash	\$ 304,433	\$ 103,502
Cash, restricted	1,127,389	3,143,898
Contracts receivable	247,731	210,239
Prepaid expenses	<u>15,624</u>	<u>11,168</u>
TOTAL CURRENT ASSETS	<u>1,695,177</u>	<u>3,468,807</u>
PROPERTY AND EQUIPMENT:		
Leaschold improvements	4,561	4,561
Furniture and equipment	<u>14,510</u>	<u>14,510</u>
	19,071	19,071
Less accumulated depreciation	<u>(18,103)</u>	<u>(17,741)</u>
PROPERTY AND EQUIPMENT, NET	<u>968</u>	<u>1,330</u>
OTHER NONCURRENT ASSETS:		
Investments	105,223	102,528
Investments, restricted	180,584	305,362
Investment in LLC	968	1,334
Deposit	<u>2,981</u>	<u>2,981</u>
TOTAL OTHER NONCURRENT ASSETS	<u>289,756</u>	<u>412,205</u>
TOTAL ASSETS	<u>\$ 1,985,901</u>	<u>\$ 3,882,342</u>
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Accounts payable	\$ 273,293	\$ 360,403
Accrued payroll	47,122	41,533
Accrued compensated absences	34,340	30,763
Accrued other expenses	35,368	20,140
Refundable advances from contractors	811,569	2,981,016
Fiduciary funds	2,120	3,253
Current portion of SBA note payable	<u>95,085</u>	<u>-</u>
TOTAL CURRENT LIABILITIES	<u>1,298,897</u>	<u>3,437,108</u>
NONCURRENT LIABILITIES:		
SBA note payable, less current portion	<u>121,115</u>	<u>-</u>
TOTAL NONCURRENT LIABILITIES	<u>121,115</u>	<u>-</u>
TOTAL LIABILITIES	<u>1,420,012</u>	<u>3,437,108</u>
NET ASSETS:		
Without donor restrictions:		
Undesignated	368,222	351,356
With donor restrictions:		
Purpose restrictions	<u>197,667</u>	<u>93,878</u>
TOTAL NET ASSETS	<u>565,889</u>	<u>445,234</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 1,985,901</u>	<u>\$ 3,882,342</u>

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Activities
For the Years Ended June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
SUPPORT AND REVENUE:		
Contributions	\$ 11,461	\$ 10,682
In-kind support	50,345	53,195
Federal funds	2,140,533	1,674,127
State funds	1,859,836	1,267,823
Private grants and awards	42,086	32,963
Special events	1,871	2,494
Agent fees	143,025	142,698
Miscellaneous income	856	1,507
Interest income	34,876	40,388
Net assets released from donor restrictions	<u>88,970</u>	<u>91,369</u>
TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS	<u>4,373,859</u>	<u>3,317,246</u>
EXPENSES:		
Program services	4,108,596	3,062,731
Supporting services:		
Management and general	239,670	226,062
Fundraising and development	<u>8,727</u>	<u>3,962</u>
Total supporting services	<u>248,397</u>	<u>230,024</u>
TOTAL EXPENSES	<u>4,356,993</u>	<u>3,292,755</u>
INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS	<u>16,866</u>	<u>24,491</u>
CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS		
Contributions	1,355	2,945
Federal funds	110,904	
Private grants and awards	80,500	82,202
Net assets released from donor restrictions	<u>(88,970)</u>	<u>(91,369)</u>
INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS	<u>103,789</u>	<u>(6,222)</u>
CHANGE IN NET ASSETS	120,655	18,269
NET ASSETS, JULY 1	<u>445,234</u>	<u>426,965</u>
NET ASSETS, JUNE 30	<u>\$ 565,889</u>	<u>\$ 445,234</u>

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2020

	<u>Supporting Services</u>				
	Program Services	Management and General	Fundraising	Total Supporting Services	Total Expenses
SALARIES AND RELATED EXPENSES:					
Salaries	\$ 758,527	\$ 194,131	\$ 8,171	\$ 202,302	\$ 960,829
Employee benefits	84,197	8,754	-	8,754	92,951
Payroll taxes	56,681	13,590	548	14,138	70,819
	<u>899,405</u>	<u>216,475</u>	<u>8,719</u>	<u>225,194</u>	<u>1,124,599</u>
OTHER EXPENSES:					
Contract services	59,894	11,925	-	11,925	71,819
Contract and grant subcontractors	2,905,886	-	-	-	2,905,886
Discretionary funds	3,542	-	-	-	3,542
Insurance	8,227	3,680	-	3,680	11,907
Occupancy	58,512	2,425	-	2,425	60,937
Operations	55,347	1,119	-	1,119	56,466
Supplies	46,237	450	-	450	46,687
Travel and meetings	71,361	1,776	-	1,776	73,137
Miscellaneous	185	1,458	8	1,466	1,651
Depreciation	-	362	-	362	362
Total	<u>\$ 4,108,596</u>	<u>\$ 239,670</u>	<u>\$ 8,727</u>	<u>\$ 248,397</u>	<u>\$ 4,356,993</u>

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
 Formerly known as Lakes Region Partnership for Public Health, Inc.
 Statement of Functional Expenses
 For the Year Ended June 30, 2019

	Program Services	Supporting Services		Total Supporting Services	Total Expenses
		Management and General	Fundraising		
SALARIES AND RELATED EXPENSES:					
Salaries	\$ 821,401	\$ 176,855	\$ 3,282	\$ 180,137	\$ 1,001,538
Employee benefits	92,610	9,219	-	9,219	101,829
Payroll taxes	61,095	13,328	210	13,538	74,633
	<u>975,106</u>	<u>199,402</u>	<u>3,492</u>	<u>202,894</u>	<u>1,178,000</u>
OTHER EXPENSES:					
Contract services	63,790	14,107	-	14,107	77,897
Contract and grant subcontractors	1,767,075	-	-	-	1,767,075
Discretionary funds	6,000	-	-	-	6,000
Insurance	7,174	4,977	-	4,977	12,151
Fundraising	-	-	50	50	50
Occupancy	59,515	14	-	14	59,529
Operations	66,012	2,552	360	2,912	68,924
Supplies	31,908	608	-	608	32,516
Travel and meetings	84,728	2,240	-	2,240	86,968
Miscellaneous	1,423	1,800	60	1,860	3,283
Depreciation	-	362	-	362	362
Total	<u>\$ 3,062,731</u>	<u>\$ 226,062</u>	<u>\$ 3,962</u>	<u>\$ 230,024</u>	<u>\$ 3,292,755</u>

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Cash Flows
For the Years Ended June 30, 2020 and 2019

	<u>2020</u>	<u>2019</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Change in net assets	\$ 120,655	\$ 18,269
Adjustments to Reconcile Increase in Net Assets to to Net Cash Used by Operating Activities:		
Depreciation	362	362
Change in assets and liabilities:		
Contracts receivable	(37,492)	(101,175)
Prepaid expenses	(4,456)	8,272
Deposit	-	255
Accounts payable	(87,110)	81,582
Accrued liabilities	24,394	(4,855)
Refundable advances from contractors	(2,169,447)	(292,813)
Fiduciary passthrough	(1,133)	(6,589)
Net Cash (Used) by Operating Activities	<u>(2,154,227)</u>	<u>(296,692)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
Proceeds from investments	129,310	-
Purchase of investments	(6,861)	(7,657)
Net Cash Provided (Used) by Investing Activities	<u>122,449</u>	<u>(7,657)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from note payable	216,200	-
Net Cash Provided for Financing Activities	<u>216,200</u>	<u>-</u>
Net Decrease in Cash	(1,815,578)	(304,349)
Cash, beginning of year	<u>3,247,400</u>	<u>3,551,749</u>
Cash, ending of year	<u>\$ 1,431,822</u>	<u>\$ 3,247,400</u>
Supplemental Disclosures:		
In-kind donations received	\$ 50,345	\$ 53,195
In-kind expenses	(50,345)	(53,195)
	<u>\$ -</u>	<u>\$ -</u>

See notes to financial statements

**PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2020 and 2019**

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

Partnership for Public Health, Inc., formerly known as Lakes Region Partnership for Public Health, Inc., (the Entity) was organized on May 21, 2005 to improve the health and well-being of the Lakes Region through inter-organizational collaboration and community and public health improvement activities.

Accounting Policies

The accounting policies of the Entity conform to accounting principles generally accepted in the United States of America as applicable to nonprofit entities, except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Presentation

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

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor or certain grantor restrictions. These net assets may be used at the discretion of management and the Entity's Board of Directors.

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

Recognition of Donor Restrictions

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

Basis of Accounting

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

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended June 30, 2020 and 2019

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and other cash accounts with a maturity of 90 days or less. For purposes of the Statements of Cash Flows, cash and cash equivalents consist of the following:

	<u>2020</u>	<u>2019</u>
As presented on the Statements of Financial Position -		
Cash	\$ 304,433	\$ 103,502
Cash, restricted	<u>1,127,389</u>	<u>3,143,898</u>
	<u>\$ 1,431,822</u>	<u>\$ 3,247,400</u>

Restricted Cash and Investments

Restricted cash and investments consist of advanced funding received from the State of New Hampshire for the Integrated Delivery Network (IDN), donor restricted contributions and fiduciary funds.

Investments

Investments, which consist principally of certificates of deposit with terms of one to three years, are carried at their approximate market value at June 30, 2020.

Property and Equipment

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

	<u>Years</u>
Leasehold improvements	10-15
Furniture and equipment	5-15

Depreciation expense was \$362 for the years ended June 30, 2020 and 2019, respectively.

Compensated Absences

Employees of the Entity working full-time, and part-time employees working at least 20 hours per week, are entitled to paid time off (PTO). PTO is earned from the first day of work. A maximum of 160 hours can be earned based on years of service while 80 hours can be carried over and accumulated to the next year. Accumulated PTO is payable upon termination of employment with proper notice. The Entity accrues accumulated PTO wages accordingly. During fiscal year 2020, due to the pandemic, employees were allowed to carry over an additional 40 hours of accrued PTO.

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2020 and 2019

Donated Services, Materials and Facilities

The Entity receives significant volunteer time and efforts. The value of these volunteer efforts, while critical to the success of its mission, is not reflected in the financial statements since it does not meet the criteria necessary for recognition according to generally accepted accounting principles. Donated facilities, supplies, equipment and staff support are recorded as "In-kind" contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Entity. Donated goods and professional services are recorded as both revenues and expenses at estimated fair value, see Note 10 for additional information.

Functional Allocation of Expenses

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

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited, based primarily on percentage allocations calculated based on hours worked (time and effort). The expenses that are allocated include salaries, payroll taxes, employee benefits, office supplies, fundraising, operations, and insurance, which are all allocated on the basis of time and effort, as noted previously. In addition, there are some indirect costs which are allocated based on square footage or as a percentage of total expenses.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. No allowance has been recorded as of June 30, 2020 and 2019, because management of the Entity believes that all outstanding receivables are fully collectible.

Estimates

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

Income Taxes

The Entity is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Entity has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* requires the Entity to report uncertain tax positions for financial reporting purposes. The Entity had no uncertain tax positions as of June 30, 2020 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2020 and 2019

Fair Value of Financial Instruments

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

Change in Accounting Principle

The Entity has adopted FASB Accounting Standards Update (ASU) No. 2018-08 *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, which is meant to assist entities in evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions), or as exchange (reciprocal) transactions, and determining whether a contribution is conditional. Adoption of ASU 2018-08 was required for financial statements issued for fiscal years beginning after December 15, 2018, accordingly the Entity has adopted the new guidance as of July 1, 2019. The amendments in ASU 2018-08 are applicable only to the portions of revenue or expense not previously recognized, and therefore have no impact on prior period results or on opening balances of net assets.

NOTE 2—LIQUIDITY AND AVAILABILITY

The Entity regularly monitors the availability of resources required to meet its operating needs and other contractual commitments. Cash reserves in excess of daily operational needs are invested in certificates of deposit to maximize investment return while maintaining safety and liquidity.

The following table reflects the Entity's financial assets as of June 30, 2020 and 2019, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor restrictions.

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

	<u>2020</u>	<u>2019</u>
Cash	\$ 1,431,822	\$ 3,247,400
Investments	285,807	407,980
Contracts receivable	<u>247,731</u>	<u>210,239</u>
Total Financial Assets	1,965,360	3,865,619
Less:		
Obligations from contractor restricted funds	(296,618)	(371,033)
Net assets with donor restrictions	(197,667)	(93,878)
Refundable advances from contractors	(811,569)	(2,981,016)
Fiduciary funds	<u>(2,120)</u>	<u>(3,253)</u>
Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year	<u>\$ 657,386</u>	<u>\$ 416,439</u>

**PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2020 and 2019**

In the event of an unanticipated liquidity need, the Entity also could draw upon \$125,000 of its available line of credit, as further discussed in Note 6.

NOTE 3—CONCENTRATION OF CREDIT RISK

The Entity maintains bank deposits at local financial institutions located in New Hampshire. The Entity's demand deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of \$250,000. As of June 30, 2020 and 2019, all of the Entity's bank deposits were fully insured.

NOTE 4—INVESTMENT IN LLC

In January 2016, the Entity became a member of a newly established limited liability corporation, Community Health Services Network, LLC ("CHSN"), to support the enhancement of behavioral health services integration in the region. The Entity will provide financial and administrative services to CHSN.

NOTE 5—REFUNDABLE ADVANCES FROM CONTRACTORS

Refundable advances from contractors of \$811,569 and \$2,981,016 as of June 30, 2020 and 2019, respectively, represents unearned grant revenue on contracts from various funding agencies.

NOTE 6—LINE OF CREDIT

The Entity has a \$125,000 line of credit with Bank of New Hampshire. The interest rate for the credit line was 5.25% at June 30, 2020, and 7.50% at June 30, 2019. The interest rate is based on the Wall Street Journal Prime Rate as published in the Wall Street Journal. At June 30, 2020 and 2019, the balance on the line of credit was \$0.

NOTE 7—SBA NOTE PAYABLE

At June 30, 2020 and 2019, the SBA note payable consists of the following:

	<u>2020</u>	<u>2019</u>
\$216,200 unsecured note payable, payable in 18 monthly installments of \$12,167 including interest at 1.00% beginning November 24, 2020 through April 24, 2022. The balance of the note is payable in full with all accrued interest on May 28, 2022.	<u>\$ 216,200</u>	<u>\$ -</u>

The above SBA note payable is based upon an executed loan agreement that allows for principal forgiveness in whole or part upon satisfaction of certain criteria. The Entity believes all criteria will be successfully met and does not anticipate repayment of principal at this time. Following are the maturities of the SBA note payable as of June 30, 2020:

Year Ending	<u>Amount</u>
<u>June 30,</u>	
2021	\$ 95,085
2022	121,115
	<u>\$ 216,200</u>

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2020 and 2019

The SBA note payable was obtained under the Payroll Protection Program. As noted above, the Entity may apply for principal forgiveness in whole or in part by the Small Business Administration under the CARES Act once certain eligibility criteria have been met. Any note balance remaining following forgiveness will be due in minimum monthly payments under the repayment terms detailed above.

NOTE 8—NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of the following donor restricted funding at June 30, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Family Caregivers Network	\$ 294	\$ 2,866
ServiceLink	7,885	7,749
Volunteer CERT	1,477	1,477
N4A		1,006
CERT	20,622	18,968
NH Charitable Foundation	39,304	12,185
Tufts Momentum		6,033
DSRIP Incentive	18,114	8,486
Endowment for Health		12,000
CHSN - Public Health Officer	88,937	
Other	21,034	23,108
Total Net Assets with Donor Restrictions	<u>\$ 197,667</u>	<u>\$ 93,878</u>

NOTE 9—CONCENTRATION OF REVENUE RISK

The Entity's primary source of revenues is fees and grants received from the State of New Hampshire and directly from the federal government. During the years ended June 30, 2020 and 2019, the Entity recognized revenue of \$4,000,369 (89.3%) and \$2,941,950 (88.7%), respectively, from fees and grants from governmental agencies. Revenue is usually recognized as earned under the terms of the grant contracts and is received on a cost reimbursement basis. However, in the years ended June 30, 2020 and June 30, 2019, the Entity received \$1.1 million and \$1.8 million, respectively, in performance payments on a five-year, \$12.8 million governmental contract waiver to enhance behavioral health integration in the region. This revenue is anticipated to be recognized over a five-year period through fiscal year 2021, dependent on the receipt of State matching funds, achievement of performance metrics and other criteria. Other support originates from other program services, contributions, in-kind donations, and other income.

NOTE 10—LEASE COMMITMENTS

The Entity entered into a lease for office space located in Tamworth, NH with monthly lease payments of \$1,008 through December 2019. The lease was renewed through June 30, 2021 with payments of \$1,068 through June 2021. Lease expense for the years ended June 30, 2020 and June 30, 2019 were \$12,336 and \$12,483, respectively.

The Entity also has two leases for office spaces in Laconia, NH. The first lease has monthly payments of \$2,147 through August 31, 2019. An updated agreement was entered into with required payments of \$2,185 through August 31, 2020. The second lease for additional office space was entered into on

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2020 and 2019

June 1, 2018. Under the terms of the agreement, monthly payments will be \$780 per month through May 2019. The updated agreement effective June 1, 2019 reflects payments of \$795 through May 2020 and was extended at the same terms through May 2021. Lease expense for the years ended June 30, 2020 and June 30, 2019 for these two leases was \$35,765 and \$35,013, respectively.

The following is a schedule, by years, of the future minimum payments for operating leases:

Year Ended <u>June 30,</u>	Annual <u>Lease Commitments</u>
2021	\$ 43,597
2022	<u>3,532</u>
	<u>\$ 47,129</u>

NOTE 11—DONATED SERVICES, MATERIALS AND FACILITIES

The Entity receives various donated services, materials and facilities. For the years ended June 30, 2020 and 2019, there has been \$50,345 and \$53,195, respectively, of in-kind donations recognized as revenue. The following amounts of these donations have been included as functional expenses in these financial statements as follows:

	<u>2020</u>	<u>2019</u>
Supplies	\$ 1,983	\$ 2,241
Contract services	33,460	34,132
Occupancy	-	600
Travel and meetings	1,500	3,450
Operations	10,950	10,950
Contract and grant subcontractors	<u>2,452</u>	<u>1,822</u>
	<u>\$ 50,345</u>	<u>\$ 53,195</u>

NOTE 12—CONTINGENCIES

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

NOTE 13—SUBSEQUENT EVENTS

The Entity entered into a copier lease in November 2020 for 60 months with monthly payments of \$495, including interest.

Subsequent events have been evaluated through December 22, 2020, which is the date the financial statements were available to be issued.

Partnership for Public Health, Inc.

Board Matrix December 2020	Profession	City/Town-Live-work
1. Sandi Moore- Beinoras	Psychiatric Nurse -Private Practice	Gilford
2 Rich Crocker	Retired CEO, Lakes Region Community Services	Meredith
3. Trish Stafford, Pres	Town Manager - Sanbornton	Gilford - Sanbornton
4 Maureen MacDonald	DHHS Public Health Nurse	Belmont
5. Susanne Chisholm, Sec	Attorney, Partner	Sanbornton
6 Lisa Dupuis, VP	CEO, Central NH VNA and Hospice	Gilmanton
7. Brian Lamontagne, Treas.	FSB Branch Manager, Gilford	Meredith
8. Sarah Stanley	NH Veteran's Home, Marketing Specialist	Franklin
9. Lisa Garcia	Registered Dietitian - business owner	Meredith (W)/Laconia (L)
10. Michelle Lennon	CRSW, Executive Director - Greater Tilton Family Resource Center	Tilton
11. Sandra VanGundy	BS, EdD, RN, CPHQ; LRGH Director Quality and Population Health	
12. Margaret Franckhauser	MS, MPH, RN; JSI Director of Aging Services	New Hampton

Marie L. Tule, CPA, MSA
MTule@ppnh.org

Educational Experience

CPA –continuing professional education – 40 hours annually

Bentley University – MS in Accountancy

University of Vermont – BA degree

Work Experience

Partnership for Public Health, Laconia, NH 2013 – Current

Finance Director

- Prepare and analyze monthly financial statements
- Develop budgets and forecasts, and manage cash flow
- Responsible for contract billing and reporting
- Responsible for annual financial statement and compliance audits
- Update and implement financial accounting internal controls
- Supervise accounting staff.

Melanson Heath & Company, PC, Nashua, NH 1994 – 2013

Manager

- Planned, supervised, and prepared audited GAAP financial statements and federal compliance reports for nonprofit and commercial clients.
- Performed financial statement and data analytics, reconciled general ledger accounts, prepared audit schedules and adjusting entries.
- Documented accounting systems, evaluated client internal controls, and prepared management letters of recommendations.
- Proficient in Microsoft Excel, Word, PowerPoint, QuickBooks, and Fixed Asset software.
- Conducted presentations to Boards and audit committees of financial statements and compliance audit results.

Price Waterhouse Coopers, LLP, Manchester, NH 1989 – 1994

Senior Accountant

- Planned, supervised, and performed audits, reviews, and compilations of financial statements.
- Clients included manufacturing, financial, and higher educational institutions.
- Performed Federal compliance (A-133) audits of sponsored research programs.

The Donoghue Organization, Holliston, MA 1986 – 1988

Controller/Financial Analyst

- Prepared and analyzed monthly financial statements for newsletter publishing company.

Tamera S. Carmichael

Concord, NH 03301 | [REDACTED] | [REDACTED] | [REDACTED]

SUMMARY

A Proven program administrator with 29 years of experience developing effective social support programs. Secured over \$1.4 million in program funding to rectify the social detriments of health for underserved families and individuals. Served on over 15 boards and coalitions to establish inter-organizational partnerships and foster community collaboration. Supervised 5 diverse programs with 25 team members to create and implement holistic public policies.

EDUCATION

University of South Florida
Tampa, FL
Bachelor of Arts in Sociology
1988

Saint Petersburg College
Clearwater, FL
Associate of Arts Degree
1986

PROFESSIONAL EXPERIENCE

State of Florida Department of Health Gainesville, FL



Program Development Administrator 2008 – Present

Responsible for development and management of 5 public health programs whose budgets exceed \$2 million Establish and monitor contracts for North Central Florida Health Department Consortium

- Effective management and development of 25 diverse employees, interns, and volunteers
- Over 8 years member of CHIP/CHA Steering Committee and Performance Management Council

Bay Area Bail Bonds & Investigations, Inc. Clearwater, FL

Owner/Operator 2001 –2008

- Qualified and wrote more than \$2 million monthly in commercial bail indemnities
- Managed 9 employees of diverse backgrounds as well as payroll, accounts receivable, and accounts payable Served as Secretary of the Pinellas County Bail Bond Association
- Used investigation techniques and critical analytical skills to locate and retrieve delinquent sureties

Mease Manor Inc. Dunedin, FL

Social Services Director 1998 – 2001

- ☞ Monitored compliance and documentation per State and Federal Regulations in a long-term care facility
- ☞ Established interdepartmental plans of care for residents and supervised multiple employees of diverse backgrounds and responsibilities
- ☞ Inaugural winner of the Florida Healthcare Association's Social Service Worker of the Year award
- ☞ Established family/caregiver support group
- ☞ Collaborated with community services to provide quality care and ensure psychosocial well-being of residents and responsible parties

Highland Pines Nursing Manor Clearwater, FL

Social Services Director 1995 – 1998

- ☞ Monitored compliance and documentation per State and Federal Regulations in a long-term care facility
- ☞ Established interdepartmental plans of care for residents and supervised multiple employees of diverse backgrounds and responsibilities
- ☞ Coordinated quality care and psychosocial well-being for residents and responsible parties

Suncoast Hospital Largo, FL

Patient Service Coordinator I 1993 – 1995

- ☞ Monitored compliance and documentation per State and Federal Regulations in a skilled nursing and acute care facilities
- ☞ Provided individualized discharge planning and interdepartmental coordination for patients
- ☞ On-call rotation as Patient Service Coordinator for all hospital departments (surgery, Maternity, ICU, etc.)

Family Resources, Inc. St. Petersburg, FL

Youth Care Worker III 1990 – 1993

- ☞ Care and Supervision of children 9-18 years old in a crisis/runaway shelter, phone crisis counsel
- ☞ Supervised staff and volunteers, recruited and trained volunteers, marketing and fund raising
- ☞ Interfaced with law enforcement, child protective services, and victims' advocates
- ☞ Supervised visits with parents and children
- ☞ Completed necessary documentation for a non-profit organization per guidelines

LICENSURE AND CERTIFICATIONS

State of Florida

Notary Public

Florida Certified

Contract Manager

State Certified Contract Administrator

SKILLS

Soft: Program Development, Employee Recruitment and Empowerment, Community Collaboration, Effective Communication, Public Speaking, Strategic Planning, and Quality Improvement

Hard: Microsoft Office Suite, Proprietary Software, Database Management, Financial Management, Regulatory Compliance, Contract Administration, and Grant Writing

CARISSA ELPHICK

EDUCATION

University of New Hampshire, Durham, New Hampshire
September 2013

Master of Arts Degree in Justice Studies, (Graduating GPA: 3.92)

Saint Joseph's College of Maine, Standish, Maine

May 2011

Bachelor of Arts Degree in Psychology with Summa Cum Laude Honors (Graduating GPA: 3.90)

EXPERIENCE

Partnership for Public Health, Laconia, NH

Director, ServiceLink Resource Center

May 2017- Present

- Responsible for all deliverables associated with ServiceLink Resource Center program, a contract of Bureau of Elderly and Adult Services to include Options Counseling, NH Family Caregiver Program, State Health Insurance Assistance Program, and Veteran-Directed Program. Oversight of two locations in both Belknap and Carroll County;
- Direct supervision of seven employees to include designing and facilitating professional development plans;
- Participated in the development of agency strategic plan and serve as agency lead of all activities related to healthy aging on both a local and statewide level;
- Member of the Winnepesaukee Public Health Council and Carroll County Coalition for Public Health and facilitate a regional collaborative of stakeholders responsible for the goals and objectives in the Community Health Improvement Plan relating to healthy aging;
- Facilitate regional NH CarePath meeting, a statewide and regional partnership dedicated to coordinated access for long term supports and services;
- Assist with agency strategic marketing, communication, sustainability, and development plans to include grant writing.

Long Term Support Counselor/Care Transitions Specialist

December

2014 – May 2017

- Perform person- centered options counseling to connect individuals to long term supports and services;
- Screen for eligibility and assist consumers with applications for assistance for state benefits, housing, other community resources;
- Certified State Health Insurance Assistance Program (SHIP) Counselor assisting clients with Medicare related questions and enrollments in cost-saving programs to include assisting low-income individuals and those living in rural locations;
- Assistance with discharge planning and provide follow-up after discharge for high risk patients at Lakes Region General Hospital in order to reduce readmission rates;
- Created and facilitate community wrap-around team consisting of mental health, law enforcement, fire/EMS, healthcare, and social services.

Merrimack County Advocacy Center, Concord, New Hampshire

Program Assistant/Forensic Interviewer

May 2013-

November 2014

- Coordinate a multidisciplinary team of 29 law enforcement agencies, child protective service workers, crisis center advocates, prosecutors, mental health professionals, and medical professionals to include facilitating team meetings and case review;

- Coordinate, schedule, and conduct forensic interviews of victims of child abuse and adult sexual assault;
- Creation, coordination, and implementation of outreach and prevention projects;
- Assist in agency sustainability through fundraising and community relationship building.

State of New Hampshire Judicial Branch, Franklin, New Hampshire

Court Assistant II

January

2012-July 2012

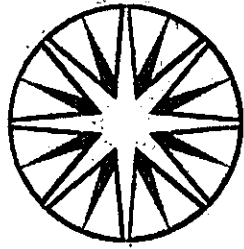
- Daily docketing of incoming law enforcement complaints and judicial mail;
- Scheduling hearings and case management on all adoptions, name changes, minor guardianships, and trusts

OTHER NOTABLE EXPERIENCE

- ***Home and Community Based Services Conference***
August 26, 2019
Presenter
- ***ALS Association of Northern New England Annual Conference***
November 2018
Presenter
- ***Leadership Lakes Region***
Class of 2017
- ***State Health Insurance Assistance Program – Program Specialist Certification***
2016
- ***NH Public Health Association***
November 15, 2016
Presenter
- ***Person-Centered Thinking and Options Counseling Certifications***
September 2016
- ***Certified Resource Specialist for Aging/ Disability (CIRS A/D)***
May 2015
- ***Forensic Interviewer Training***

National Children’s Alliance
February 2014
- ***Team Facilitator Training***
Presented by Northeast Regional Children’s Advocacy Center
November 2013
- ***Forensic Interviewer Training***

Presented by Granite State Children’s Alliance
May 2013



Partnership for Public Health

Key Personnel – State Fiscal Year 2020-2021

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Tamera Carmichael	Executive Director	\$80,000	31%	\$25,429
Marie Tule	Finance Director	\$74,641	17%	\$13,183
Carissa Elphick	ServiceLink Director	\$53,174	60%	\$32,085

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Shiblette
Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

February 9, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to amend an existing contract with the Contractor listed below in bold type for Aging and Disability Resource Center ServiceLink services, by increasing the total price limitation by \$15,000 from \$6,491,928.02 to \$6,506,928.02 with no change to the contract completion date of June 30, 2022, effective upon Governor and Council approval. 57% Federal Funds, 43% General Funds.

The original contracts were approved by Governor and Council on May 20, 2020, Item #18, and amended with Governor approval on December 30, 2020 and presented to the Executive Council on February 17, 2021 (Informational Item A).

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	177278	Rockingham and Strafford County	\$1,893,476.60	\$0	\$1,893,476.60
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Merrimack County	\$660,553.64	\$0	\$660,553.64
Easter Seals New Hampshire, Inc.	177204	Hillsborough County excluding Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich,	\$834,693.24	\$0	\$834,693.24

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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		Peterborough, Sharon, Temple, and Windsor of Hillsborough County			
Grafton County Senior Citizens Council, Inc.	177675	Grafton County	\$649,130.58	\$0	\$649,130.58
Partnership for Public Health	165635	Belknap and Carroll County	\$884,967.94	\$15,000.00	\$899,967.94
Monadnock Collaborative	159303	Cheshire County, Sullivan County, and Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$1,191,284.42	\$0	\$1,191,284.42
Tri-County Community Action Program	177195	Coos County	\$377,821.60	\$0	\$377,821.60
		Total:	\$6,491,928.02	\$15,000.00	\$6,506,928.02

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to address the increase in volume of calls to the ServiceLink general telephone line by having the Contractor listed above in bold answer and direct telephone calls to the proper ServiceLink provider. The Department identified the Contractor as having sufficient staffing resources and capacity to quickly begin providing these services.

Approximately 71,000 individuals will be served during State Fiscal Year 2022.

ServiceLink Resource Centers are a statewide network of community-based resources for older individuals and adults living with disabilities and their families. The ServiceLink Resource Centers are available to anyone who needs assistance, guidance, help finding services, or support to live independently. ServiceLink partners promote the independence and well-being of the people they serve at locally-based offices and many satellite offices throughout New Hampshire. The Contractor will receive calls to the ServiceLink general telephone number, and direct callers requesting information about ServiceLink services to the appropriate provider.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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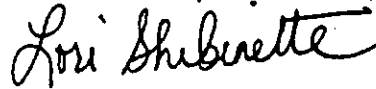
The Department will monitor services by reviewing call logs maintained by the Contractor.

Should the Governor and Executive Council not authorize this request, the Department will not be able to receive and respond to calls to the ServiceLink general telephone number, and individuals requesting information about services available through ServiceLink may not receive information necessary to access the services.

Source of Federal Funds: Assistance Listing Number #93.044; FAIN #2001NHSSC3-00.

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

FINANCIAL DETAIL ATTACHMENT SHEET
SFY21-22

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-
ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, SERVICELINK

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$259,250.64	\$0.00	\$259,250.64
545-500387	I & R Contracts	2021	\$15,685.18	\$0.00	\$15,685.18
570-500928	Family Caregiver	2021	\$54,000.00	\$0.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$257,930.64	\$0.00	\$257,930.64
545-500387	I & R Contracts	2022	\$15,685.18	\$0.00	\$15,685.18
570-500928	Family Caregiver	2022	\$54,000.00	\$0.00	\$54,000.00
		Subtotal	\$656,551.64	\$0.00	\$656,551.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$183,327.93	\$0.00	\$183,327.93
545-500387	I & R Contracts	2021	\$11,009.79	\$0.00	\$11,009.79
570-500928	Family Caregiver	2021	\$27,000.00	\$0.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$182,367.93	\$0.00	\$182,367.93
545-500387	I & R Contracts	2022	\$11,009.79	\$0.00	\$11,009.79
570-500928	Family Caregiver	2022	\$27,000.00	\$0.00	\$27,000.00
		Subtotal	\$441,715.44	\$0.00	\$441,715.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$453,179.75	\$0.00	\$453,179.75
545-500387	I & R Contracts	2021	\$26,393.33	\$0.00	\$26,393.33
570-500928	Family Caregiver	2021	\$67,000.00	\$0.00	\$67,000.00
102-500734	Contracts for Program Services	2022	\$450,539.75	\$0.00	\$450,539.75
545-500387	I & R Contracts	2022	\$26,393.33	\$0.00	\$26,393.33
570-500928	Family Caregiver	2022	\$67,000.00	\$0.00	\$67,000.00
		Subtotal	\$1,090,506.16	\$0.00	\$1,090,506.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$343,839.58	\$0.00	\$343,839.58
545-500387	I & R Contracts	2021	\$16,213.04	\$0.00	\$16,213.04
570-500928	Family Caregiver	2021	\$54,000.00	\$0.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$340,599.58	\$0.00	\$340,599.58
545-500387	I & R Contracts	2022	\$16,213.04	\$0.00	\$16,213.04
570-500928	Family Caregiver	2022	\$54,000.00	\$0.00	\$54,000.00
		Subtotal	\$824,865.24	\$0.00	\$824,865.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$265,566.97	\$0.00	\$265,566.97
545-500387	I & R Contracts	2021	\$17,645.82	\$0.00	\$17,645.82
570-500928	Family Caregiver	2021	\$40,500.00	\$0.00	\$40,500.00
102-500734	Contracts for Program Services	2022	\$264,726.97	\$0.00	\$264,726.97
545-500387	I & R Contracts	2022	\$17,645.82	\$0.00	\$17,645.82
570-500928	Family Caregiver	2022	\$40,500.00	\$0.00	\$40,500.00
		Subtotal	\$646,585.58	\$0.00	\$646,585.58

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$338,427.04	\$0.00	\$338,427.04
545-500387	I & R Contracts	2021	\$21,717.93	\$0.00	\$21,717.93
570-500928	Family Caregiver	2021	\$81,000.00	\$0.00	\$81,000.00
102-500734	Contracts for Program Services	2022	\$337,107.04	\$0.00	\$337,107.04

545-500387	I & R Contracts	2022	\$21,717.93	\$0.00	\$21,717.93
570-500928	Family Caregiver	2022	\$81,000.00	\$0.00	\$81,000.00
		Subtotal	\$880,969.94	\$0.00	\$880,969.94

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$470,055.81	\$0.00	\$470,055.81
545-500387	I & R Contracts	2021	\$31,747.40	\$0.00	\$31,747.40
570-500928	Family Caregiver	2021	\$67,500.00	\$0.00	\$67,500.00
102-500734	Contracts for Program Services	2022	\$468,735.81	\$0.00	\$468,735.81
545-500387	I & R Contracts	2022	\$31,747.40	\$0.00	\$31,747.40
570-500928	Family Caregiver	2022	\$67,500.00	\$0.00	\$67,500.00
		Subtotal	\$1,137,286.42	\$0.00	\$1,137,286.42

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Programs Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$151,140.29	\$0.00	\$151,140.29
545-500387	I & R Contracts	2021	\$10,406.51	\$0.00	\$10,406.51
570-500928	Family Caregiver	2021	\$27,000.00	\$0.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$150,780.29	\$0.00	\$150,780.29
545-500387	I & R Contracts	2022	\$10,406.51	\$0.00	\$10,406.51
570-500928	Family Caregiver	2022	\$27,000.00	\$0.00	\$27,000.00
		Subtotal	\$376,733.60	\$0.00	\$376,733.60

Total 9565	\$6,055,214.02	\$0.00	\$6,055,214.02
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05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, ADMIN ON AGING SVCS GRANT-SMP (100% Federal Funds - SHIP Trainer - 3 Sources)

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$25,000.00	\$0.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$25,000.00	\$0.00	\$25,000.00
		Subtotal	\$50,000.00	\$0.00	\$50,000.00

Total 3317	\$50,000.00	\$0.00	\$50,000.00
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05-95-48-481010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, MONEY FOLLOWS THE PERSON (100% Federal Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$87,585.00	\$0.00	\$87,585.00

Total 8920	\$87,585.00	\$0.00	\$87,585.00
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05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-ELDERLY AND ADULT SERVICES, WAIVER AND NURSING FACILITIES, CFI ELIGIBILITY (50% Federal Funds, 50% General Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$175,170.00	\$0.00	\$175,170.00
		Subtotal	\$262,755.00	\$0.00	\$262,755.00

Total 2164	\$262,755.00	\$0.00	\$262,755.00
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05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-

**ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, MEDICAID SERVICES GRANTS
(100% Federal Funds - SIHP Admin)**

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$4,002.00	\$0.00	\$4,002.00
		Subtotal	\$4,002.00	\$0.00	\$4,002.00

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$2,909.00	\$0.00	\$2,909.00
		Subtotal	\$2,909.00	\$0.00	\$2,909.00

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$8,006.00	\$0.00	\$8,006.00
		Subtotal	\$8,006.00	\$0.00	\$8,006.00

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$9,828.00	\$0.00	\$9,828.00
		Subtotal	\$9,828.00	\$0.00	\$9,828.00

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$2,545.00	\$0.00	\$2,545.00
		Subtotal	\$2,545.00	\$0.00	\$2,545.00

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$3,998.00	\$0.00	\$3,998.00
		Subtotal	\$3,998.00	\$0.00	\$3,998.00

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$3,998.00	\$0.00	\$3,998.00
		Subtotal	\$3,998.00	\$0.00	\$3,998.00

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$1,088.00	\$0.00	\$1,088.00
		Subtotal	\$1,088.00	\$0.00	\$1,088.00

Total 8925	\$36,374.00	\$0.00	\$36,374.00
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**05-95-48-481010-1917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-
ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, CARES ACT TITLE III GRANTS
(100% Federal Funds)**

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Program Services	2022	\$0.00	\$15,000.00	\$15,000.00
		Subtotal	\$0.00	\$15,000.00	\$15,000.00

Total 1917	\$0.00	\$15,000.00	\$15,000.00
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Summary by Vendor by Year (OPTIONAL SERVICES SEPARATE)

Community Action Program Belknap-Alerrimack Counties, Inc. (Vendor #177203)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$332,937.82	\$0.00	\$332,937.82
	2022	\$327,615.82	\$0.00	\$327,615.82
	Subtotal	\$660,553.64	\$0.00	\$660,553.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$224,246.72	\$0.00	\$224,246.72
	2022	\$220,377.72	\$0.00	\$220,377.72
	Subtotal	\$444,624.44	\$0.00	\$444,624.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$554,579.08	\$0.00	\$554,579.08
	2022	\$543,933.08	\$0.00	\$543,933.08
	Subtotal	\$1,098,512.16	\$0.00	\$1,098,512.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$423,880.62	\$0.00	\$423,880.62
	2022	\$410,812.62	\$0.00	\$410,812.62
	Subtotal	\$834,693.24	\$0.00	\$834,693.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$326,257.79	\$0.00	\$326,257.79
	2022	\$322,872.79	\$0.00	\$322,872.79
	Subtotal	\$649,130.58	\$0.00	\$649,130.58

Lakes Region Partnership for Public Health (Vendor # 165635)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$445,142.97	\$0.00	\$445,142.97
	2022	\$439,824.97	\$15,000.00	\$454,824.97
	Subtotal	\$884,967.94	\$15,000.00	\$899,967.94

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$573,301.21	\$0.00	\$573,301.21
	2022	\$567,983.21	\$0.00	\$567,983.21
	Subtotal	\$1,141,284.42	\$0.00	\$1,141,284.42

Tri County Community Action Program, Inc. (Vendor # 177195)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$189,634.80	\$0.00	\$189,634.80
	2022	\$188,186.80	\$0.00	\$188,186.80
	Subtotal	\$377,821.60	\$0.00	\$377,821.60

Monadnock Collaborative (Vendor # 159303) OTHER SERVICES

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$25,000.00	\$0.00	\$25,000.00
	2022	\$25,000.00	\$0.00	\$25,000.00
	Subtotal	\$50,000.00	\$0.00	\$50,000.00

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278) OTHER SERVICES

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$175,170.00	\$0.00	\$175,170.00
	2022	\$175,170.00	\$0.00	\$175,170.00

		Subtotal	\$350,340.00	\$0.00	\$350,340.00
	Grand Total SFY21	2021	\$3,270,151.01	\$0.00	\$3,270,151.01
	Grand Total SFY22	2022	\$3,221,777.01	\$15,000.00	\$3,236,777.01
	Total Contract		\$6,491,928.02	\$15,000.00	\$6,506,928.02

ACCOUNTING UNIT SUMMARY

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, SERVICELINK

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$2,464,788.01	\$0.00	\$2,464,788.01
545-500387	I & R Contracts	2021	\$150,819.00	\$0.00	\$150,819.00
570-500928	Family Caregiver	2021	\$418,000.00	\$0.00	\$418,000.00
102-500734	Contracts for Program Services	2022	\$2,452,788.01	\$0.00	\$2,452,788.01
545-500387	I & R Contracts	2022	\$150,819.00	\$0.00	\$150,819.00
570-500928	Family Caregiver	2022	\$418,000.00	\$0.00	\$418,000.00
		Subtotal	\$6,055,214.02	\$0.00	\$6,055,214.02

**05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, ADMIN ON AGING SVCS GRANT-SMP
(100% Federal Funds - SHIP Trainer - 3 Sources)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$25,000.00	\$0.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$25,000.00	\$0.00	\$25,000.00
		Subtotal	\$50,000.00	\$0.00	\$50,000.00

**05-95-48-481010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, MONEY FOLLOWS THE PERSON
(100% Federal Funds)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$87,585.00	\$0.00	\$87,585.00

**05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-ELDERLY AND ADULT SERVICES, WAIVER AND NURSING FACILITIES, CFI ELIGIBILITY
(50% Federal Funds, 50% General Funds)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$175,170.00	\$0.00	\$175,170.00
		Subtotal	\$262,755.00	\$0.00	\$262,755.00

**05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, MEDICAID SERVICES GRANTS
(100% Federal Funds - SHIP Admin)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$36,374.00	\$0.00	\$36,374.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$36,374.00	\$0.00	\$36,374.00

**05-95-48-481010-1917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, CARES ACT TITLE III GRANTS
(100% Federal Funds)**

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$0.00	\$0.00
102-500731	Contracts for Program Services	2022	\$0.00	\$15,000.00	\$15,000.00
		Subtotal	\$0.00	\$15,000.00	\$15,000.00

Grand Total SFY21	2021	\$3,270,151.01	\$0.00	\$3,270,151.01
Grand Total SFY22	2022	\$3,221,777.01	\$15,000.00	\$3,236,777.01
Total Contract		\$6,491,928.02	\$15,000.00	\$6,506,928.02



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

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

This Amendment to the ServiceLink Aging and Disability Resource Center Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Partnership for Public Health, Inc. ("The Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 20, 2020, (Item #18), as amended with Governor approval on December 30, 2020 and presented to the Executive Council on February 17, 2021 (Informational Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$899,967.94
2. Modify Exhibit B, Scope of Services by adding Section 2, Scope of Work, Subsection 2.1, ServiceLink Administrative Requirements, Paragraph 2.1.1, General Requirements, Subparagraph 2.1.1.3, Part 2.1.1.3.5, to read:
 - 2.1.1.3.5 Accepting calls transferred from the ServiceLink general telephone line including:
 - 2.1.1.3.5.1 Providing a minimum of forty (40) hours per week of ServiceLink general telephone line services Monday through Friday between the hours of 8:00 am and 5:00 pm;
 - 2.1.1.3.5.3 Logging all received telephone calls, including:
 - 2.1.1.3.5.2 Name of caller;
 - 2.1.1.3.5.4 Time of call;
 - 2.1.1.3.5.5 Telephone number of caller; and
 - 2.1.1.3.5.6 The ServiceLink provider to whom the caller was referred.
 - 2.1.1.3.5.4 Transferring calls to applicable ServiceLink provider; and
 - 2.1.1.3.5.5 Responding to calls left on voicemail within one (1) business day from the time the call is received.
3. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2 Amendment #2, Budget, which is attached hereto and incorporated by reference herein.

DS
TC



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

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

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

State of New Hampshire
Department of Health and Human Services

2/15/2022

Date

DocuSigned by:
Melissa Hardy
1333A3404AD10E
Name: Melissa Hardy
Title: Director, DLTSS

Partnership for Public Health, Inc.

2/13/2022

Date

DocuSigned by:
Tamera Carmichael
26DA7E99D495103
Name: Tamera Carmichael
Title: Executive Director



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

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

OFFICE OF THE ATTORNEY GENERAL

2/16/2022

Date

DocuSigned by:

Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit C-2 Amendment #2
Budget

New Hampshire Department of Health and Human Services

Contractor Name: Partnership for Public Health, Inc.

Budget Request for: RFA-2021-DLTS-08-SERV-05
ServiceLink Aging and Disability Resource Center Services

Budget Period: 7/1/21 - 6/30/22

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	\$ 340,812.00	\$ 48,115.00	\$ 388,927.00	\$ 51,292.00	\$ -	\$ 51,292.00	\$ 299,520.00	\$ 48,115.00	\$ 347,635.00
2. Employee Benefits	\$ 69,407.00	\$ 6,803.00	\$ 76,210.00	\$ 8,544.00	\$ -	\$ 8,544.00	\$ 60,863.00	\$ 6,803.00	\$ 67,666.00
3. Consultants	\$ 2,880.00	\$ -	\$ 2,880.00	\$ 2,880.00	\$ -	\$ 2,880.00	\$ -	\$ -	\$ -
4. Equipment:	\$ 181.20	\$ -	\$ 181.20	\$ 181.20	\$ -	\$ 181.20	\$ -	\$ -	\$ -
Rental	\$ 1,157.40	\$ -	\$ 1,157.40	\$ 322.40	\$ -	\$ 322.40	\$ 835.00	\$ -	\$ 835.00
Repair and Maintenance	\$ 2,664.60	\$ -	\$ 2,664.60	\$ 158.80	\$ -	\$ 158.80	\$ 2,505.80	\$ -	\$ 2,505.80
Purchase/Depreciation	\$ 351.80	\$ -	\$ 351.80	\$ 18.80	\$ -	\$ 18.80	\$ 333.00	\$ -	\$ 333.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 2,569.00	\$ -	\$ 2,569.00	\$ 210.00	\$ -	\$ 210.00	\$ 2,359.00	\$ -	\$ 2,359.00
6. Travel	\$ 7,102.97	\$ -	\$ 7,102.97	\$ 2,600.00	\$ -	\$ 2,600.00	\$ 4,502.97	\$ -	\$ 4,502.97
7. Occupancy	\$ 26,719.00	\$ -	\$ 26,719.00	\$ 5,454.00	\$ -	\$ 5,454.00	\$ 21,265.00	\$ -	\$ 21,265.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 6,130.00	\$ -	\$ 6,130.00	\$ 713.00	\$ -	\$ 713.00	\$ 5,417.00	\$ -	\$ 5,417.00
Postage	\$ 1,284.00	\$ -	\$ 1,284.00	\$ 132.00	\$ -	\$ 132.00	\$ 1,152.00	\$ -	\$ 1,152.00
Subscriptions	\$ 575.00	\$ -	\$ 575.00	\$ 128.00	\$ -	\$ 128.00	\$ 447.00	\$ -	\$ 447.00
Audit and Legal	\$ 3,420.00	\$ -	\$ 3,420.00	\$ 1,034.00	\$ -	\$ 1,034.00	\$ 2,386.00	\$ -	\$ 2,386.00
Insurance	\$ 4,313.00	\$ -	\$ 4,313.00	\$ 1,006.00	\$ -	\$ 1,006.00	\$ 3,307.00	\$ -	\$ 3,307.00
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 623.00	\$ -	\$ 623.00	\$ 97.00	\$ -	\$ 97.00	\$ 526.00	\$ -	\$ 526.00
10. Marketing/Communications	\$ 5,880.00	\$ -	\$ 5,880.00	\$ 1,848.00	\$ -	\$ 1,848.00	\$ 4,032.00	\$ -	\$ 4,032.00
11. Staff Education and Training	\$ 330.00	\$ -	\$ 330.00	\$ -	\$ -	\$ -	\$ 330.00	\$ -	\$ 330.00
12. Subcontracts/Agreements	\$ 32,628.00	\$ -	\$ 32,628.00	\$ 32,580.00	\$ -	\$ 32,580.00	\$ 48.00	\$ -	\$ 48.00
13. Other (Specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Meetings	\$ 3,875.00	\$ -	\$ 3,875.00	\$ 3,600.00	\$ -	\$ 3,600.00	\$ 275.00	\$ -	\$ 275.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 512,702.97	\$ 54,918.00	\$ 567,620.97	\$ 112,796.00	\$ -	\$ 112,796.00	\$ 454,824.97	\$ 54,918.00	\$ 509,742.97
Indirect As A Percent of Direct									10.7%

FEB03'21 AM10:21 RCUD

A
mac

Lori A. Shilbette
Commissioner

Deborah D. Scheetz
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 31, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24, Governor Sununu has authorized the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into Retroactive amendments to existing contracts with the Contractors listed below for Aging and Disability Resource Center ServiceLink services in ten (10) geographic areas of the state to provide funds to purchase COVID-19 protective supplies by increasing the total price limitation by \$48,374.00 from \$6,443,554.02 to \$6,491,928.02 with no change to the contract completion dates of June 30, 2022, effective retroactive to July 1, 2020. 57% Federal Funds. 43% General Funds.

The original contracts were approved by Governor and Council on May 20, 2020, Item #18.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	177278	Rockingham and Strafford County	\$1,878,961.60	\$14,515.00	\$1,893,476.60
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Merrimack County	\$655,231.64	\$5,322.00	\$660,553.64
Easter Seals New Hampshire, Inc.	177204	Hillsborough County excluding Antrim, Bennington, Franconstown.	\$821,625.24	\$13,068.00	\$834,693.24

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		Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County			
Grafton County Senior Citizens Council, Inc.	177675	Grafton County	\$645,745.58	\$3,385.00	\$649,130.58
Partnership for Public Health	165635	Belknap and Carroll County	\$879,649.94	\$5,318.00	\$884,967.94
Monadnock Collaborative	159303	Cheshire County, Sullivan County, and Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$1,185,966.42	\$5,318.00	\$1,191,284.42
Tri-County Community Action Program	177195	Coos County	\$376,373.60	\$1,448.00	\$377,821.60
		Total:	\$6,443,554.02	\$48,374.00	\$6,491,928.02

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

See attached fiscal details

EXPLANATION

These amendments are **Retroactive** because the Contractors incurred expenses related to delivering services during the COVID-19 State of Emergency that were not anticipated when the current contracts were submitted for approval.

The purpose of these amendments is to provide additional funding for ServiceLink Aging and Disability Resource Center services, State Health Insurance Assistance Program Trainer services, and Medicaid Eligibility Coordinator services. Contractors will purchase COVID-19

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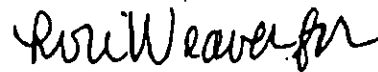
protective supplies such as portable free standing sneeze guards, wall mounted hand sanitizers, face masks, and face shields in order to provide services safely during the current COVID-19 State of Emergency.

ServiceLink Resource Centers are a statewide network of community-based resources for older individuals and adults living with disabilities and their families. The ServiceLink Resource Centers are available to anyone who needs assistance, guidance, help finding services, or support to live independently. ServiceLink partners will promote the independence and well-being of the people they serve at locally based offices and many satellites throughout New Hampshire.

Area served: Statewide.

Source of Funds: CFDA #93.667 FAIN2001NHSOSR, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.052 FAIN2001NHOAFC-02, CFDA# 93.77 MEDICAID, CFDA #93.324 FAIN90SA0003-02-03, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.071 FAIN2001NHMISH-00, and CFDA #93.791, FAIN 1LICMS300148-01-10.

Respectfully submitted,



Lori A. Shibinette
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
SFY21-22

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS.
IHHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$257,930.64	\$1,320.00	\$259,250.64
545-500387	I & R Contracts	2021	\$15,685.18	\$0.00	\$15,685.18
570-500928	Family Caregiver	2021	\$54,000.00	\$0.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$257,930.64	\$0.00	\$257,930.64
545-500387	I & R Contracts	2022	\$15,685.18	\$0.00	\$15,685.18
570-500928	Family Caregiver	2022	\$54,000.00	\$0.00	\$54,000.00
	Subtotal		\$655,231.64	\$1,320.00	\$656,551.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$182,367.93	\$960.00	\$183,327.93
545-500387	I & R Contracts	2021	\$11,009.79	\$0.00	\$11,009.79
570-500928	Family Caregiver	2021	\$27,000.00	\$0.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$182,367.93	\$0.00	\$182,367.93
545-500387	I & R Contracts	2022	\$11,009.79	\$0.00	\$11,009.79
570-500928	Family Caregiver	2022	\$27,000.00	\$0.00	\$27,000.00
	Subtotal		\$440,753.44	\$960.00	\$441,713.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$450,539.75	\$2,640.00	\$453,179.75
545-500387	I & R Contracts	2021	\$26,393.33	\$0.00	\$26,393.33
570-500928	Family Caregiver	2021	\$67,000.00	\$0.00	\$67,000.00
102-500734	Contracts for Program Services	2022	\$450,539.75	\$0.00	\$450,539.75
545-500387	I & R Contracts	2022	\$26,393.33	\$0.00	\$26,393.33
570-500928	Family Caregiver	2022	\$67,000.00	\$0.00	\$67,000.00
	Subtotal		\$1,087,866.16	\$2,640.00	\$1,090,506.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$340,599.58	\$3,240.00	\$343,839.58
545-500387	I & R Contracts	2021	\$16,213.04	\$0.00	\$16,213.04
570-500928	Family Caregiver	2021	\$54,000.00	\$0.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$340,599.58	\$0.00	\$340,599.58
545-500387	I & R Contracts	2022	\$16,213.04	\$0.00	\$16,213.04
570-500928	Family Caregiver	2022	\$54,000.00	\$0.00	\$54,000.00
	Subtotal		\$821,623.24	\$3,240.00	\$824,863.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$264,726.97	\$840.00	\$265,566.97
545-500387	I & R Contracts	2021	\$17,645.82	\$0.00	\$17,645.82
570-500928	Family Caregiver	2021	\$40,500.00	\$0.00	\$40,500.00
102-500734	Contracts for Program Services	2022	\$264,726.97	\$0.00	\$264,726.97
545-500387	I & R Contracts	2022	\$17,645.82	\$0.00	\$17,645.82
570-500928	Family Caregiver	2022	\$40,500.00	\$0.00	\$40,500.00
	Subtotal		\$645,743.58	\$840.00	\$646,583.58

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$337,107.04	\$1,320.00	\$338,427.04
545-500387	I & R Contracts	2021	\$21,717.93	\$0.00	\$21,717.93
570-500928	Family Caregiver	2021	\$81,000.00	\$0.00	\$81,000.00
102-500734	Contracts for Program Services	2022	\$337,107.04	\$0.00	\$337,107.04

545-500387	I & R Contracts	2022	\$21,717.93	\$0.00	\$21,717.93
570-500928	Family Caregiver	2022	\$81,000.00	\$0.00	\$81,000.00
		Subtotal	\$879,649.94	\$1,330.00	\$880,969.94

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$468,735.81	\$1,320.00	\$470,055.81
545-500387	I & R Contracts	2021	\$31,747.40	\$0.00	\$31,747.40
570-500928	Family Caregiver	2021	\$67,500.00	\$0.00	\$67,500.00
102-500734	Contracts for Program Services	2022	\$468,735.81	\$0.00	\$468,735.81
545-500387	I & R Contracts	2022	\$31,747.40	\$0.00	\$31,747.40
570-500928	Family Caregiver	2022	\$67,500.00	\$0.00	\$67,500.00
		Subtotal	\$1,135,966.42	\$1,320.00	\$1,137,286.42

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$150,780.29	\$360.00	\$151,140.29
545-500387	I & R Contracts	2021	\$10,406.51	\$0.00	\$10,406.51
570-500928	Family Caregiver	2021	\$27,000.00	\$0.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$150,780.29	\$0.00	\$150,780.29
545-500387	I & R Contracts	2022	\$10,406.51	\$0.00	\$10,406.51
570-500928	Family Caregiver	2022	\$27,000.00	\$0.00	\$27,000.00
		Subtotal	\$376,373.60	\$360.00	\$376,733.60

Total 9565	\$6,043,214.02	\$12,000.00	\$6,055,214.02
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05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT- (100% Federal Funds - SHIP Trainer - 3 Sources)

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$25,000.00	\$0.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$25,000.00	\$0.00	\$25,000.00
		Subtotal	\$50,000.00	\$0.00	\$50,000.00

Total 3317	\$50,000.00	\$0.00	\$50,000.00
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05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON (100% Federal Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$87,585.00	\$0.00	\$87,585.00

Total 8920	\$87,585.00	\$0.00	\$87,585.00
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05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, (50% Federal Funds, 50% General Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$175,170.00	\$0.00	\$175,170.00
		Subtotal	\$262,755.00	\$0.00	\$262,755.00

Total 2164	\$262,755.00	\$0.00	\$262,755.00
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05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICES GRANTS
(100% Federal Funds - SIII Admin)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177103)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$4,002.00	\$4,002.00
		Subtotal	\$0.00	\$4,002.00	\$4,002.00

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$2,909.00	\$2,909.00
		Subtotal	\$0.00	\$2,909.00	\$2,909.00

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$8,006.00	\$8,006.00
		Subtotal	\$0.00	\$8,006.00	\$8,006.00

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$9,828.00	\$9,828.00
		Subtotal	\$0.00	\$9,828.00	\$9,828.00

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$2,545.00	\$2,545.00
		Subtotal	\$0.00	\$2,545.00	\$2,545.00

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$3,998.00	\$3,998.00
		Subtotal	\$0.00	\$3,998.00	\$3,998.00

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$3,998.00	\$3,998.00
		Subtotal	\$0.00	\$3,998.00	\$3,998.00

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$1,088.00	\$1,088.00
		Subtotal	\$0.00	\$1,088.00	\$1,088.00

Total 8925	\$0.00	\$36,374.00	\$36,374.00
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Summary by Vendor by Year (OPTIONAL SERVICES SEPARATE)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$327,615.82	\$5,322.00	\$332,937.82
	2022	\$327,615.82	\$0.00	\$327,615.82
	Subtotal	\$655,231.64	\$5,322.00	\$660,553.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$220,377.72	\$3,869.00	\$224,246.72
	2022	\$220,377.72	\$0.00	\$220,377.72
	Subtotal	\$440,755.44	\$3,869.00	\$444,624.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$543,933.08	\$10,646.00	\$554,579.08
	2022	\$543,933.08	\$0.00	\$543,933.08
	Subtotal	\$1,087,866.16	\$10,646.00	\$1,098,512.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$410,812.62	\$13,068.00	\$423,880.62
	2022	\$410,812.62	\$0.00	\$410,812.62
	Subtotal	\$821,625.24	\$13,068.00	\$834,693.24

Crafton County Senior Citizens Council, Inc. (Vendor # 177675)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$322,872.79	\$3,385.00	\$326,257.79
	2022	\$322,872.79	\$0.00	\$322,872.79
	Subtotal	\$645,745.58	\$3,385.00	\$649,130.58

Lakes Region Partnership for Public Health (Vendor # 165635)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$439,824.97	\$5,318.00	\$445,142.97
	2022	\$439,824.97	\$0.00	\$439,824.97
	Subtotal	\$879,649.94	\$5,318.00	\$884,967.94

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$567,983.21	\$5,318.00	\$573,301.21
	2022	\$567,983.21	\$0.00	\$567,983.21
	Subtotal	\$1,135,966.42	\$5,318.00	\$1,141,284.42

Tri County Community Action Program, Inc. (Vendor # 177195)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$188,186.80	\$1,448.00	\$189,634.80
	2022	\$188,186.80	\$0.00	\$188,186.80
	Subtotal	\$376,373.60	\$1,448.00	\$377,821.60

Monadnock Collaborative (Vendor # 159303) OTHER SERVICES

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$25,000.00	\$0.00	\$25,000.00
	2022	\$25,000.00	\$0.00	\$25,000.00
	Subtotal	\$50,000.00	\$0.00	\$50,000.00

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278) OTHER SERVICES

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$175,170.00	\$0.00	\$175,170.00
	2022	\$175,170.00	\$0.00	\$175,170.00
	Subtotal	\$350,340.00	\$0.00	\$350,340.00

Grand Total SFY21	2021	\$3,221,777.01	\$48,374.00	\$3,270,151.01
Grand Total SFY22	2022	\$3,221,777.01	\$0.00	\$3,221,777.01
Total Contract		\$6,443,554.02	\$48,374.00	\$6,491,928.02

ACCOUNTING UNIT SUMMARY

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SYS.
 IHHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$2,452,788.01	\$12,000.00	\$2,464,788.01
545-500387	I & R Contracts	2021	\$150,819.00	\$0.00	\$150,819.00
570-500928	Family Caregiver	2021	\$418,000.00	\$0.00	\$418,000.00
102-500734	Contracts for Program Services	2022	\$2,452,788.01	\$0.00	\$2,452,788.01
545-500387	I & R Contracts	2022	\$150,819.00	\$0.00	\$150,819.00
570-500928	Family Caregiver	2022	\$418,000.00	\$0.00	\$418,000.00
		Subtotal	\$6,043,214.02	\$12,000.00	\$6,055,214.02

05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHIS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT- (100% Federal Funds - SHIP Trainer - J Sources)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$25,000.00	\$0.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$25,000.00	\$0.00	\$25,000.00
		Subtotal	\$50,000.00	\$0.00	\$50,000.00

05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHIS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON (50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$87,585.00	\$0.00	\$87,585.00

05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHIS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, (50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$175,170.00	\$0.00	\$175,170.00
		Subtotal	\$262,755.00	\$0.00	\$262,755.00

05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHIS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICES GRANTS (100% Federal Funds - SHIP Admin)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$36,374.00	\$36,374.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$36,374.00	\$36,374.00

Grand Total SFY21	2021	\$3,221,777.01	\$48,374.00	\$3,270,151.01
Grand Total SFY22	2022	\$3,221,777.01	\$0.00	\$3,221,777.01
Total Contract		\$6,443,554.02	\$48,374.00	\$6,491,928.02



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
ServiceLink Aging and Disability Resource Center Services Contract**

This 1st Amendment to the ServiceLink Aging and Disability Resource Center Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Partnership for Public Health, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 67 Water St. Suite 105 Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 20, 2020, (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$884,967.94.
2. Modify Exhibit C-1 Budget by replacing in its entirety with Exhibit C-1 Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

TC



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be retroactively effective to July 1, 2020, subject to the Governor's approval issued under Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24.

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

State of New Hampshire
Department of Health and Human Services

1/19/2021

Date

DocuSigned by:

Deborah D. Scheetz

Name: Deborah D. Scheetz

Title: Director Division of Long Term Supports and Services

1/7/2021

Date

Partnership for Public Health, Inc.

DocuSigned by:

Tamera Carmichael

Name: Tamera Carmichael

Title: Executive Director



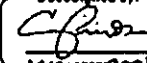
**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

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

OFFICE OF THE ATTORNEY GENERAL

1/31/2021

Date

Decided by:

Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment received Governor approval issued under Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24.

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-1 Amendment #1 Budget

New Hampshire Department of Health and Human Services											
Contractor Name: Partnership for Public Health, Inc.											
Budget Request for: Services/Inj Aging and Disability Resources Center Services											
Budget Period: 7/1/20 - 6/30/21											
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHS contract share			Total	
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salaries/Wages	\$ 337,195.00	\$ 46,805.00	\$ 384,000.00	\$ 11,792.00	\$ -	\$ 11,792.00	\$ 780,803.00	\$ 46,805.00	\$ 827,608.00	\$ 327,608.00	
2. Employee Benefit	\$ 6,433.00	\$ 6,573.00	\$ 13,006.00	\$ 6,544.00	\$ -	\$ 6,544.00	\$ 48,859.00	\$ 6,573.00	\$ 55,432.00	\$ 66,464.00	
3. Consultants	\$ 2,880.00	\$ -	\$ 2,880.00	\$ 2,880.00	\$ -	\$ 2,880.00	\$ -	\$ -	\$ 2,880.00	\$ -	
4. Equipment	\$ 161.20	\$ -	\$ 161.20	\$ 161.20	\$ -	\$ 161.20	\$ -	\$ -	\$ 161.20	\$ -	
Rental	\$ 3,092.40	\$ -	\$ 3,092.40	\$ 322.40	\$ -	\$ 322.40	\$ 3,770.00	\$ -	\$ 3,770.00	\$ 2,770.00	
Repair and Maintenance	\$ 3,731.60	\$ -	\$ 3,731.60	\$ 158.80	\$ -	\$ 158.80	\$ 3,572.80	\$ -	\$ 3,572.80	\$ 3,572.80	
Purchase/Depreciation	\$ 331.80	\$ -	\$ 331.80	\$ 18.80	\$ -	\$ 18.80	\$ 313.00	\$ -	\$ 313.00	\$ 331.80	
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Office	\$ 1,545.00	\$ -	\$ 1,545.00	\$ 210.00	\$ -	\$ 210.00	\$ 1,345.00	\$ -	\$ 1,345.00	\$ 1,345.00	
6. Travel	\$ 4,102.87	\$ -	\$ 4,102.87	\$ 2,800.00	\$ -	\$ 2,800.00	\$ 1,502.87	\$ -	\$ 1,502.87	\$ 1,502.87	
7. Occupancy	\$ 25,755.00	\$ -	\$ 25,755.00	\$ 5,454.00	\$ -	\$ 5,454.00	\$ 20,301.00	\$ -	\$ 20,301.00	\$ 20,301.00	
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Telephone	\$ 6,588.00	\$ -	\$ 6,588.00	\$ 713.00	\$ -	\$ 713.00	\$ 5,883.00	\$ -	\$ 5,883.00	\$ 5,883.00	
Postage	\$ 2,101.00	\$ -	\$ 2,101.00	\$ 132.00	\$ -	\$ 132.00	\$ 1,969.00	\$ -	\$ 1,969.00	\$ 1,969.00	
Subscriptions	\$ 535.00	\$ -	\$ 535.00	\$ 176.00	\$ -	\$ 176.00	\$ 409.00	\$ -	\$ 409.00	\$ 409.00	
Auto and Local	\$ 2,258.00	\$ -	\$ 2,258.00	\$ 1,034.00	\$ -	\$ 1,034.00	\$ 1,224.00	\$ -	\$ 1,224.00	\$ 2,224.00	
Insurance	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 3,024.00	\$ -	\$ 3,024.00	\$ 3,024.00	
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
9. Software	\$ 873.00	\$ -	\$ 873.00	\$ 87.00	\$ -	\$ 87.00	\$ 476.00	\$ -	\$ 476.00	\$ 476.00	
10. Marketing/Communications	\$ 3,553.00	\$ -	\$ 3,553.00	\$ 1,848.00	\$ -	\$ 1,848.00	\$ 1,707.00	\$ -	\$ 1,707.00	\$ 3,707.00	
11. Staff Education and Training	\$ 1,330.00	\$ -	\$ 1,330.00	\$ -	\$ -	\$ -	\$ 1,330.00	\$ -	\$ 1,330.00	\$ 1,330.00	
12. Subcontract/Agreements	\$ 34,878.00	\$ -	\$ 34,878.00	\$ 32,480.00	\$ -	\$ 32,480.00	\$ 2,048.00	\$ -	\$ 2,048.00	\$ 2,048.00	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Meetings	\$ 3,875.00	\$ -	\$ 3,875.00	\$ 3,800.00	\$ -	\$ 3,800.00	\$ 775.00	\$ -	\$ 775.00	\$ 775.00	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL	\$ 484,744.37	\$ 62,194.00	\$ 546,938.37	\$ 112,744.34	\$ -	\$ 112,744.34	\$ 391,942.07	\$ 62,194.00	\$ 454,136.07	\$ 444,136.07	

Indirect As A Percent of Direct 16.5%

03
 TC
 Contractor Name: 1/17/2021
 Date

MAY 06 '20 PM 3:14 DAS

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max



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Sibillette
Commissioner

Deborah D. Scheets
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-3034 1-800-852-3345 Ext. 3034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 30, 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 Long Term Supports and Services, to award contracts with the vendors listed below in an amount not to exceed \$6,443,554.02 to provide Aging and Disability Resource Center ServiceLink services in ten (10) geographic areas of the state to improve access to information on the full range of long-term services and supports, with the option to renew for up to two (2) additional years, effective July 1, 2020 or upon Governor and Council approval, whichever is later, through June 30, 2022. 56.67% Federal funds, 43.33% General funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners.	177278	Rockingham and Strafford County	\$1,878,961.60
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Merrimack County	\$655,231.64
Easter Seals New Hampshire, Inc.	177204	Hillsborough County excluding Antrim, Bannington, Françestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$821,625.24
Grafton County Senior Citizens Council, Inc.	177875	Grafton County	\$645,745.58
Partnership for Public Health	165635	Belknap and Carroll County	\$879,649.94

Monadnock Collaborative	159303	Cheshire County, Sullivan County, and Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$1,185,966.42
Tri-County Community Action Program	177195	Coos County	\$376,373.60
		Total:	\$6,443,554.02

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

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide ServiceLink Aging and Disability Resource Center services, State Health Insurance Assistance Program Trainer services, and Medicaid Eligibility Coordinator services statewide.

The Bureau of Elderly and Adult Services (BEAS) provides a variety of social and long-term supports to adults age 60 and older and to adults between the ages of 18 and 60 who have a chronic illness or disability. Social and long-term services and supports can be accessed through the ServiceLink Resource Center and New Hampshire Department of Health and Human Services (DHHS) District Offices. Services and supports are intended to assist people to live as independently as possible in safety and with dignity.

ServiceLink Resource Centers are a statewide network of community-based resources for older individuals and adults living with disabilities and their families. The ServiceLink Resource Centers are available to anyone who needs assistance, guidance, help finding services, or support to live independently. ServiceLink partners will promote the independence and well-being of the people they serve at locally based offices and many satellites throughout New Hampshire from July 1, 2020 to June 30, 2022.

The vendors will provide access to long-term services and supports, which are home and community-based services provided to individuals to support their level of independence in the home and community. Such services include outreach and education services, information and referrals, transition support services, specialized care transition counseling, long term supports and services, family caregiver support services and State Health Insurance Program Assistance.

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

- Follow-up to 100% of individuals who meet the standard for required follow-up.
- Provide screening to 100% of individuals under the No Wrong Door process.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

- Provide Family Caregiver Support respite services to 100% of individuals who are eligible.
- Ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
- Ensure staff scores a minimum of 80% on Person Centered Counseling Training.
- Ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: "Have you or a family member serviced in the military?"

The Department selected the contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 2/28/2020 through 4/8/2020. The Department received 15 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revision to Standard Contract Provisions of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

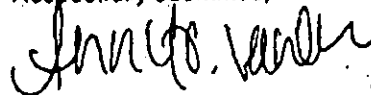
Should the Governor and Council not authorize this request the Department may not be able to comply with RSA 151-E:6, which mandates the establishment of a system of community based information and referral services for elderly and chronically ill adults. In addition, there may be an increase in hospital and nursing home admissions as individuals may not have access to information on community based options and ways to access these options. Lack of access to community-based options for the most vulnerable populations may cause an increase in Medicaid expenditures.

Area served: Statewide

Source of Funds: 56.67% Federal Funds CFDA #93.667 FAIN2001NHSOSR, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.052 FAIN2001NHOAFC-02, CFDA# 93.77 MEDICAID, CFDA #93.324 FAIN90SA0003-02-03, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.071 FAIN2001NHMISH-00, CFDA #93.791, FAIN 1LICMS300148-01-10, and 43.33% General Funds.

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

Respectfully submitted,



Ann H. Landry
Associate Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
SFY21-22

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS.
IIIS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Commonly Action Program Balknap-Meriden Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$257,930.64	\$257,930.64
545-500387	I & R Contracts	2021	\$0.00	\$15,685.18	\$15,685.18
570-500928	Family Caregiver	2021	\$0.00	\$54,000.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$257,930.64	\$257,930.64
545-500387	I & R Contracts	2022	\$0.00	\$15,685.18	\$15,685.18
570-500928	Family Caregiver	2022	\$0.00	\$54,000.00	\$54,000.00
	Subtotal		\$0.00	\$635,231.64	\$635,231.64

STRAFFORD Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$182,367.93	\$182,367.93
545-500387	I & R Contracts	2021	\$0.00	\$11,009.79	\$11,009.79
570-500928	Family Caregiver	2021	\$0.00	\$27,000.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$182,367.93	\$182,367.93
545-500387	I & R Contracts	2022	\$0.00	\$11,009.79	\$11,009.79
570-500928	Family Caregiver	2022	\$0.00	\$27,000.00	\$27,000.00
	Subtotal		\$0.00	\$440,735.44	\$440,735.44

ROCKINGHAM Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$450,539.75	\$450,539.75
545-500387	I & R Contracts	2021	\$0.00	\$26,393.33	\$26,393.33
570-500928	Family Caregiver	2021	\$0.00	\$67,000.00	\$67,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$450,539.75	\$450,539.75
545-500387	I & R Contracts	2022	\$0.00	\$26,393.33	\$26,393.33
570-500928	Family Caregiver	2022	\$0.00	\$67,000.00	\$67,000.00
	Subtotal		\$0.00	\$1,087,866.17	\$1,087,866.17

Easter Seals New Hampshire, Inc. (Vendor # 177264)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$340,599.58	\$340,599.58
545-500387	I & R Contracts	2021	\$0.00	\$16,213.04	\$16,213.04
570-500928	Family Caregiver	2021	\$0.00	\$54,000.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$340,599.58	\$340,599.58
545-500387	I & R Contracts	2022	\$0.00	\$16,213.04	\$16,213.04
570-500928	Family Caregiver	2022	\$0.00	\$54,000.00	\$54,000.00
	Subtotal		\$0.00	\$821,625.24	\$821,625.24

Crafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$264,726.97	\$264,726.97
545-500387	I & R Contracts	2021	\$0.00	\$17,645.82	\$17,645.82
570-500928	Family Caregiver	2021	\$0.00	\$40,500.00	\$40,500.00
102-500734	Contracts for Program Services	2022	\$0.00	\$264,726.97	\$264,726.97
545-500387	I & R Contracts	2022	\$0.00	\$17,645.82	\$17,645.82
570-500928	Family Caregiver	2022	\$0.00	\$40,500.00	\$40,500.00
	Subtotal		\$0.00	\$645,745.58	\$645,745.58

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$337,107.04	\$337,107.04
545-500387	I & R Contracts	2021	\$0.00	\$21,717.93	\$21,717.93
570-500928	Family Caregiver	2021	\$0.00	\$81,000.00	\$81,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$337,107.04	\$337,107.04
545-500387	I & R Contracts	2022	\$0.00	\$21,717.93	\$21,717.93
570-500928	Family Caregiver	2022	\$0.00	\$81,000.00	\$81,000.00
	Subtotal		\$0.00	\$879,649.94	\$879,649.94

Manadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$468,735.81	\$468,735.81
545-500387	I & R Contracts	2021	\$0.00	\$31,747.40	\$31,747.40
570-500928	Family Caregiver	2021	\$0.00	\$67,500.00	\$67,500.00
102-500734	Contracts for Program Services	2022	\$0.00	\$468,735.81	\$468,735.81
545-500387	I & R Contracts	2022	\$0.00	\$31,747.40	\$31,747.40
570-500928	Family Caregiver	2022	\$0.00	\$67,500.00	\$67,500.00
	Subtotal		\$0.00	\$1,135,966.42	\$1,135,966.42

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$150,780.29	\$150,780.29
545-500387	I & R Contracts	2021	\$0.00	\$10,406.51	\$10,406.51
570-500928	Family Caregiver	2021	\$0.00	\$27,000.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$150,780.29	\$150,780.29
545-500387	I & R Contracts	2022	\$0.00	\$10,406.51	\$10,406.51
570-500928	Family Caregiver	2022	\$0.00	\$27,000.00	\$27,000.00
	Subtotal		\$0.00	\$376,373.60	\$376,373.60

Total 9365	\$0.00	\$6,043,214.03	\$6,043,214.03
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05-25-48-131010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, (HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT. (100% Federal Funds - SHIP Trainer.) Source)

Manadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$25,000.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$0.00	\$25,000.00	\$25,000.00
	Subtotal		\$0.00	\$50,000.00	\$50,000.00

Total 3317	\$0.00	\$50,000.00	\$50,000.00
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05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON (100% Federal Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #172278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
103-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
103-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
	Subtotal		\$0.00	\$87,585.00	\$87,585.00
Total 8920			\$0.00	\$87,585.00	\$87,585.00

05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, (50% Federal Funds, 50% General Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #172278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
103-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
103-500731	Contracts for Program Services	2022	\$0.00	\$175,170.00	\$175,170.00
	Subtotal		\$0.00	\$262,755.00	\$262,755.00
Total 2164			\$0.00	\$262,755.00	\$262,755.00

Summary by Vendor by Year (OPTIONAL SERVICES SEPARATE)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #172203)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$327,615.82	\$327,615.82
	2022	\$0.00	\$327,615.82	\$327,615.82
	Subtotal	\$0.00	\$655,231.64	\$655,231.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #172278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$220,377.72	\$220,377.72
	2022	\$0.00	\$220,377.72	\$220,377.72
	Subtotal	\$0.00	\$440,755.44	\$440,755.44

HOCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #172278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$543,933.08	\$543,933.08
	2022	\$0.00	\$543,933.08	\$543,933.08
	Subtotal	\$0.00	\$1,087,866.16	\$1,087,866.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$410,812.62	\$410,812.62
	2022	\$0.00	\$410,812.62	\$410,812.62
	Subtotal	\$0.00	\$821,625.24	\$821,625.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$322,872.79	\$322,872.79
	2022	\$0.00	\$322,872.79	\$322,872.79
	Subtotal	\$0.00	\$645,745.58	\$645,745.58

Lakes Region Partnership for Public Health (Vendor # 165635)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$439,824.97	\$439,824.97
	2022	\$0.00	\$439,824.97	\$439,824.97
	Subtotal	\$0.00	\$879,649.94	\$879,649.94

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$567,983.21	\$567,983.21
	2022	\$0.00	\$567,983.21	\$567,983.21
	Subtotal	\$0.00	\$1,135,966.42	\$1,135,966.42

Tri-County Community Action Program, Inc. (Vendor # 177195)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$188,186.80	\$188,186.80
	2022	\$0.00	\$188,186.80	\$188,186.80
	Subtotal	\$0.00	\$376,373.60	\$376,373.60

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$25,000.00	\$25,000.00
	2022	\$0.00	\$25,000.00	\$25,000.00
	Subtotal	\$0.00	\$50,000.00	\$50,000.00

Behavioral Health & Development Services of Strafford County, Inc. (Vendor # 177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$175,170.00	\$175,170.00
	2022	\$0.00	\$175,170.00	\$175,170.00
	Subtotal	\$0.00	\$350,340.00	\$350,340.00

Grand Total SFY21	2021	\$0.00	\$3,221,777.01	\$3,221,777.01
Grand Total SFY22	2022	\$0.00	\$3,221,777.01	\$3,221,777.01
Total Contract		\$0.00	\$6,443,554.02	\$6,443,554.02

ACCOUNTING UNIT SUMMARY

05-95-48-481010-9365 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS.
 IIHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$2,452,788.01	\$2,452,788.01
545-500387	I & R Contracts	2021	\$0.00	\$150,819.00	\$150,819.00
570-500928	Family Caregiver	2021	\$0.00	\$418,000.00	\$418,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$2,452,788.01	\$2,452,788.01
545-500387	I & R Contracts	2022	\$0.00	\$150,819.00	\$150,819.00
570-500928	Family Caregiver	2022	\$0.00	\$418,000.00	\$418,000.00
	Subtotal		\$0.00	\$6,043,214.02	\$6,043,214.02

05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IIHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT.
 (100% Federal Funds - SHIP Trainer - 3 Sources)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$23,000.00	\$23,000.00
102-500731	Contracts for Program Services	2022	\$0.00	\$23,000.00	\$23,000.00
	Subtotal		\$0.00	\$30,000.00	\$30,000.00

05-95-48-482010-8210 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IIHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON
 (50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
	Subtotal		\$0.00	\$87,585.00	\$87,585.00

05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IIHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES,
 (50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,385.00	\$87,385.00
102-500731	Contracts for Program Services	2022	\$0.00	\$173,170.00	\$173,170.00
	Subtotal		\$0.00	\$173,170.00	\$173,170.00

Grand Total SFY21	2021	\$0.00	\$3,221,777.01	\$3,221,777.01
Grand Total SFY22	2022	\$0.00	\$3,221,777.01	\$3,221,777.01
Total Contract		\$0.00	\$6,443,554.02	\$6,443,554.02



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

ServiceLink Aging and Disability
 Resource Center Services

RFA-2021-OLTSS-08-SERVI

RFA Name

RFA Number

Reviewer Names

- Bidder Name
1. Behavioral Health and Developmental Services, Inc. - Rockingham
 2. Behavioral Health and Developmental Services, Inc. - Strafford
 3. Behavioral Health and Developmental Services, Inc. - Eligibility Coordinator
 4. Community Action Program Belknap-Merrimack, Inc. - Merrimack
 5. Easter Seals New Hampshire - Hillsborough
 6. Grafton County Senior Citizens Council, Inc. - Grafton
 7. Monadnock Collaborative - Grafton
 8. Monadnock Collaborative - Hillsborough
 9. Monadnock Collaborative - Monadnock
 10. Monadnock Collaborative - Sullivan
 11. Monadnock Collaborative - Trainer
 12. Partnership for Public Health - Belknap
 13. Partnership for Public Health - Carroll
 14. Partnership for Public Health - Coos
 15. Tri-County Community Action Program, Inc. - Coos

Pass/Fail	Maximum Points	Actual Points
	105	99
	105	104
	45	45
	105	96
	105	104
	105	99
	105	81
	105	81
	105	98
	105	98
	45	39
	105	99
	105	100
	105	92
	105	100

1. Thom O'Connor
2. Abigail Conger
3. Jean Crouch
4. Shawn Martin
5. Keri Leigh Shroeder

Subject: ServiceLink Aging and Disability Resource Center Services RFA-2021-DI-ISS-08-SFRVI-05

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION	
1.1 State Agency Name New Hampshire Department of Health and Human Services	1.2 State Agency Address 120 Pleasant Street Concord, NH 03301-3857
1.3 Contractor Name Partnership for Public Health, Inc.	1.4 Contractor Address 67 Water St, Suite 105 Laconia, NH 03246
1.5 Contractor Phone Number 603) 271-9610	1.6 Account Number See Attachment
1.7 Completion Date June 30, 2022	1.8 Price Limitation \$879,649.94
1.9 Contracting Officer for State Agency Nathan D. White, Director	1.10 State Agency Telephone Number (603) 271-9631
1.11 Contractor Signature <i>Shelley Cantu</i> Date: 4/28/2020	1.12 Name and Title of Contractor Signatory Shelley Cantu, Ex. Director
1.13 State Agency Signature <i>Christie Tappin</i> Date: 5.1.2020	1.14 Name and Title of State Agency Signatory Christie Tappin, Associate Commissioner
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, (b)	
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Julie Reilly</i> On: 5/5/2020	
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____	

Contractor Initials
Date: 4/28/20

J.C.
4/28/20

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 of 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.

Contractor Initials: *je*
Date: *9/28/2010*

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 D. 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 subcontract 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: *HC*
Date: *11/26/20*

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 inure 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.

Contractor Initials *sc*
Date *4/26/2008*



New Hampshire Department of Health and Human Services
RFA-2021-DLTSS-08-SERVI-05
Attachment to Form P-37 Block 1.6 Account Number

1.6 Account Number

05-95-48-481010-95650000-102-500734

05-95-48-481010-95650000-545-500387

05-95-48-481010-95650000-570-500928

AL

4/28/2020

New Hampshire Department of Health and Human Services
RFA 2021-DLTSS-08-SERVI-05



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor & Executive Council approval or July 1, 2020, whichever is later ("Effective Date").

1.2. 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 years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. 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.

11/26/2020
[Signature]

New Hampshire Department of Health and Human Services
RFA-2021-DLTSS-08-SERVI-05



EXHIBIT B

1. Provisions Applicable to All Services

- 1.1. 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 meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in Belknap County and Carroll County.
- 1.5. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.5.1. Serve as a highly visible and trusted place for people of all ages to turn to for objective and unbiased information on the full range of long-term care supports and services.
 - 1.5.2. Promote awareness of the various options available to people in their community.
 - 1.5.3. Link individuals with needed services
 - 1.5.4. Provide person-centered one-on-one assistance and decision support to individuals.
 - 1.5.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
 - 1.5.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.
 - 1.5.7. Serve all adults regardless of physical, intellectual or development disability or mental illness.
 - 1.5.8. Provide information regarding community-based long-term supports and services.
 - 1.5.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.

New Hampshire Department of Health and Human Services
RFA-2021-DLTSS-08-SERVI-05



EXHIBIT B

- 1.6. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:
 - 1.6.1. Meet the needs of individuals.
 - 1.6.2. Are sustained throughout the geographic area.
 - 1.6.3. Produce measurable results.

2. Scope of Work

2.1. Service Link Administrative Requirements

2.1.1. General Requirements

- 2.1.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:

- 2.1.1.1.1. Operate as an independent program.
- 2.1.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
- 2.1.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.
- 2.1.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.

- 2.1.1.2. The Contractor shall occupy an independent office space that, at a minimum:

- 2.1.1.2.1. Is an easily accessible area and location.
- 2.1.1.2.2. Meets all applicable state and local building rules and ordinances.
- 2.1.1.2.3. Has sufficient space that includes, but is not limited to:
- 2.1.1.2.4. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.
- 2.1.1.2.5. A confidential meeting room to accommodate a minimum of three (3) individuals.
- 2.1.1.2.6. Has barrier-free/handicap access.
- 2.1.1.2.7. Appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:

- 2.1.1.2.7.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.

- 2.1.1.2.7.2. The New Hampshire Department of Military Affairs and Veterans Services.

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- 2.1.1.2.8. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.1.4.2.1. Scheduling meetings.
 - 2.1.1.4.2.2. Inviting participants.
 - 2.1.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.1.4.2.5. Recording minutes from each meeting.
 - 2.1.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) days after each meeting.
 - 2.1.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, including but not limited to:
 - 2.1.1.4.3.1. State or regional hospital.
 - 2.1.1.4.3.2. Senior centers.
 - 2.1.1.4.3.3. Physician practices.
 - 2.1.1.4.3.4. Home health agencies.
 - 2.1.1.4.3.5. Community mental health centers.

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- 2.1.1.4.3.6. Municipal health and welfare providers.
- 2.1.1.4.3.7. Brain Injury Associations.
- 2.1.1.4.3.8. Centers for Independent Living.
- 2.1.1.4.3.9. Department of Military Affairs and Veteran Services.
- 2.1.1.4.3.10. Adult Protective Services.
- 2.1.1.4.3.11. Information and referral/2-1-1 programs.
- 2.1.1.4.3.12. Regional Public Health Networks.
- 2.1.1.4.3.13. Other community-based organizations.
- 2.1.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
- 2.1.1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.1.1.6. The Contractor shall maintain a waitlist of individuals who have been determined as eligible for Medicaid/Medicare supports and services, and/or other publically funded supports and services due to unavailability of funding or resources. The Contractor shall:
 - 2.1.1.6.1. Document information in the Refer 7 system for each individual waiting for services, in accordance with Department policies and procedures.
 - 2.1.1.6.2. Monitor the wait time for individuals to receive services, from the date of initial contact with ServiceLink to the date individuals receive services for which they are eligible.
 - 2.1.1.6.3. Provide quarterly reports to the Department that include, but are not limited to:
 - 2.1.1.6.3.1. The wait time for each individual by the type of service.
 - 2.1.1.6.3.2. Reason for wait time.
- 2.1.1.7. The Contractor shall conduct consumer satisfaction surveys on a quarterly basis to measure consumer satisfaction with delivered services. The Contractor shall:
 - 2.1.1.7.1. Utilize the Department's approved survey tool.
 - 2.1.1.7.2. Distribute the survey to consumers as directed by the Department.
 - 2.1.1.7.3. Collect completed surveys.
 - 2.1.1.7.4. Enter each completed survey into an online database as directed by the Department.

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2.1.2. Outreach and Education Services

2.1.2.2. The Contractor shall deliver outreach and education services to promote ServiceLink services.

2.1.2.3. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.

2.1.2.4. The Contractor shall submit an outreach and marketing plan to the Department for review and approval within sixty (60) days of the contract effective date which shall include, but is not limited to:

2.1.2.4.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.

2.1.2.4.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.

2.1.2.4.3. Strategies to assess the effectiveness of outreach and marketing activities.

2.1.2.4.4. Feedback loops to monitor and modify outreach and marketing activities as needed.

2.2. Consumer Information, Referral and Counseling Services

2.2.1. Information and Referral/Assistance Plan (I&R/A)

2.2.1.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:

2.2.1.1.1. A description of all systematic processes to ensure consistent delivery of services.

2.2.1.1.2. All services and resources available to the population of the geographic region.

2.2.1.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.

2.2.1.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer 7:5 Manual, and as amended.

2.2.1.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).

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- 2.2.1.5. The Contractor shall utilize the Refer 7 database to provide the most current information available to clients.
- 2.2.1.6. The Contractor shall provide Refer 7 Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer 7.5 Manual, and as amended.
- 2.2.1.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
- 2.2.1.8. The Contractor shall ensure staff:
 - 2.2.1.8.1. Attend outreach and education trainings, as directed by the Department.
- 2.2.1.9. Are trained in safeguarding the confidentiality of all clients as required by state and federal laws.
- 2.2.2. Transition Support Services
 - 2.2.2.1. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings.
 - 2.2.2.2. The Contractor shall assist individuals with the transition from acute care settings into their homes/communities.
 - 2.2.2.3. The Contractor shall assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
 - 2.2.2.4. The Contractor shall assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
 - 2.2.2.5. The Contractor shall assist individuals with accessing LTSS in order to transition back to the community.
 - 2.2.2.6. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
 - 2.2.2.7. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.
- 2.2.3. Specialized Care Transition Counseling
 - 2.2.3.1. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:
 - 2.2.3.1.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.

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- 2.2.3.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contract shall:
 - 2.2.3.2.1. Support warm hand-offs, by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems.
 - 2.2.3.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
 - 2.2.3.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options, Counseling, transition support, and coordination.
 - 2.2.3.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
 - 2.2.3.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
- 2.2.3.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services.
- 2.2.3.4. Engaging individuals while in an acute care setting to assist in transitioning to home and community-based settings, which includes, but is not limited to:
 - 2.2.3.4.1. Facilitating the coordination of services and supports needed for transition.
 - 2.2.3.4.2. Providing individuals with a safe and secure setting.
 - 2.2.3.4.3. Assisting in the prevention of hospital readmission.
- 2.2.3.5. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include but are not limited to:
 - 2.2.3.5.1. Hospital discharge planning meetings.
 - 2.2.3.5.2. Meetings with individuals and family members according to their preferences and goals for transition.
 - 2.2.3.5.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.2.3.5.4. Documenting contacts on behalf of transitioning individuals in the Refer 7 database.
 - 2.2.3.5.5. Developing transition plans for clients and assist individuals with finding and accessing home and

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community-based services according to the transition plan.

2.3. Consumer Program Eligibility and Enrollment

2.3.1. Long Term Supports and Services (LTSS) Eligibility Determination Services

2.3.1.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.

2.3.1.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:

2.3.1.2.1. Assisting individuals with determining appropriate payment and delivery of services.

2.3.1.2.2. Providing individuals with financial assessment, as applicable.

2.3.1.2.3. Assisting clients with accessing community-based LTSS programs.

2.3.1.2.4. Developing processes for accessing public LTSS programs.

2.3.1.2.5. Ensuring eligibility documents are completed and submitted to the Department.

2.3.1.2.6. Collaborating with the Department to assess and determine client eligibility.

2.3.1.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.

2.3.1.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.

2.3.1.2.9. Providing additional Person-Centered Options and Counseling to individuals determined ineligible for LTSS, as appropriate.

2.3.1.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.

2.3.1.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.

2.3.1.3. The Contractor shall collaborate with state and community programs that serve Medicare beneficiaries in rural areas to determine program eligibility for individuals seeking services, facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education about Medicare via referrals to ServiceLink. State and community programs may include, but are not limited to:

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- 2.3.1.3.1. NH Family Caregiver Program
- 2.3.1.3.2. State Nutrition Consultant for New Hampshire Meals on Wheels and Congregate Meals.
- 2.3.1.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence in areas that include, but are not limited to:
 - 2.3.1.4.1. Faith Based Communities and/or Parish Nurses
 - 2.3.1.4.2. Social Security Administration.
 - 2.3.1.4.3. Low income housing sites.
 - 2.3.1.4.4. Senior Centers.

2.4. Specialty Program Services

2.4.1. Family Caregiver Support Program Services

- 2.4.1.1. The Contractor shall provide staffing according to Section 4, Staffing, Subsection 4.4, Paragraph 4.4.7 to conduct client assessments and ongoing home visits.
- 2.4.1.2. The Contractor shall ensure staff maintain knowledge of current community resources.
- 2.4.1.3. The Contractor shall ensure:
 - 2.4.1.3.1. A minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC); or
 - 2.4.1.3.2. A minimum of two (2) individuals in the geographic area are trained in the PTC curriculum.
- 2.4.1.4. The Contractor shall:
 - 2.4.1.4.1. Facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
 - 2.4.1.4.2. Facilitate caregiver support groups, as needed.
 - 2.4.1.4.3. Collaborate with other caregiver support service agencies within the geographic area.
 - 2.4.1.4.4. Ensure staff attend the Department's Family Caregiver Support Program meetings.
 - 2.4.1.4.5. Conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population.
 - 2.4.1.4.6. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.

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- 2.4.1.4.7. Participate in an annual program review as determined by the Department.
- 2.4.1.5. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.4.1.6. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.4.1.7. The Contractor shall train staff on all Family Caregiver Support Program services, policies and procedures.
- 2.4.1.8. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.4.1.9. The Contractor shall provide copies of approved service plans and budgets to the department's Financial Management selected Contractor.
- 2.4.1.10. The Contractor shall comply with the Department policies and procedures relative to fiscal management for bill paying and employer of record services.
- 2.4.2. State Health Insurance Program (SHIP) Assistance
 - 2.4.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
 - 2.4.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through the State Health Insurance Assistance Program (SHIP).
 - 2.4.2.3. The Contractor shall provide staffing in accordance with Section 4, Staffing, Subsection 4.4, Paragraph 4.4.5.
 - 2.4.2.4. The Contractor shall provide personalized counseling services.
 - 2.4.2.5. The Contractor shall provide targeted community outreach in order to:
 - 2.4.2.5.1. Increase consumer understanding of Medicare program benefits.
 - 2.4.2.5.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
 - 2.4.2.6. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
 - 2.4.2.6.1. Assisting individuals with enrolling in appropriate benefit plans.
 - 2.4.2.6.2. Providing continued enrollment assistance in Medicare prescription drug coverage.
 - 2.4.2.7. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.

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- 2.4.2.8. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently; SHIP Training and Reporting System (STARS).
- 2.4.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services
 - 2.4.3.1. The Contractor shall educate the public on topics that include but are not limited to:
 - 2.4.3.1.1. Part D prescription drugs in rural areas.
 - 2.4.3.1.2. Medicare preventative services.
 - 2.4.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.
 - 2.4.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses by:
 - 2.4.3.2.1. Distributing promotional materials developed by CMS, ACL and the Department.
 - 2.4.3.2.2. Distributing promotional materials developed by CMS, ACL and the Department in order to increase awareness of available Medicare preventive services, that include but are not limited to:
 - 2.4.3.2.3. Wellness prevention screenings.
 - 2.4.3.2.4. Flu Shots.
 - 2.4.3.2.5. Implementing a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month, which includes but is not limited to:
 - 2.4.3.2.6. Mailing introductory letters regarding the program to town offices, housing sites, home health agencies, Faith Based Communities and/or parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
 - 2.4.3.2.7. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic area served.
 - 2.4.3.2.8. Drafting scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
 - 2.4.3.2.9. Purchasing media in the local area.

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- 2.4.3.3. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
- 2.4.4. Senior Medicare Patrol (SM) Services
 - 2.4.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
 - 2.4.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and education outreach planning.
 - 2.4.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
 - 2.4.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
 - 2.4.4.5. The Contractor shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
 - 2.4.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.
 - 2.4.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
 - 2.4.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.4.5. Veteran Directed Care (VD-Care) a/k/a Veterans Independence Program (VIP)
 - 2.4.5.1. The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VD-Care Program staffing requirements and procedures.
 - 2.4.5.2. The Contractor shall collaborate with and accepting referrals from:
 - 2.4.5.2.1. The White River Junction Veterans Affairs Medical Center.
 - 2.4.5.2.2. The Manchester Veterans Affairs Medical Center.

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- 2.4.5.3. The Contractor shall establish and maintain an advisory board that includes, but is not limited to, representatives from veterans groups, veterans and families in order to:
 - 2.4.5.3.1. Oversee the VD-Care program
 - 2.4.5.3.2. Receive feedback from stakeholders.
 - 2.4.5.3.3. Provide continuous improvement of the program.
- 2.4.5.4. The Contractor shall contact veterans referred to the VD-Care program by telephone, email, or other recognized means of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.
- 2.4.5.5. The Contractor shall assist veterans to determine the most appropriate services that will meet their needs.
- 2.4.5.6. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
- 2.4.5.7. The Contractor shall assist veterans in meeting LTSS needs, including but not limited to identifying a backup plan for support.
- 2.4.5.8. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
- 2.4.5.9. The Contractor shall monitor veteran budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.
- 2.4.5.10. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.
- 2.4.5.11. The Contractor shall maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.4.5.12. The Contractor shall comply with staff training requirements to provide the VD-Care and Financial Management Services, as applicable.
- 2.4.5.13. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:
 - 2.4.5.13.1. Monthly VD-Care calls.
 - 2.4.5.13.2. VD-Care sponsored trainings.
 - 2.4.5.13.3. VD-Care sponsored webinars.
- 2.4.5.14. The Contractor shall participate in VAMC quarterly program meetings.
- 2.4.5.15. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.

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3. Performance Measures and Reporting Requirements

3.1. ServiceLink Administrative Requirements & Consumer Information and Counseling Services

- 3.1.1. The Contractor shall provide monthly reports on 100% staff time track spent performing Medicaid allowable activities.
- 3.1.2. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.1.3. The Contractor shall track client data on a quarterly basis, including, but not limited to:
 - 3.1.3.1. Number of individuals served.
 - 3.1.3.2. Types of information/referrals provided to individuals.
 - 3.1.3.3. Total number of individuals pre-screened for financial eligibility for Medicaid funded LTC programs.
 - 3.1.3.4. Total number of individuals who withdraw due to counseling on functional eligibility.
 - 3.1.3.5. Follow-up services performed and frequency of services delivered.
 - 3.1.3.6. Length of contact.
 - 3.1.3.7. Number of individuals who answered "yes" or "no" to the following question: "Have you or a family member ever served in the military?"
- 3.1.4. The Contract shall enter 100% of surveys received into an online database, as directed by the Department, on a quarterly basis.

3.2. Consumer Eligibility & Enrollment Services

- 3.2.1. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
 - 3.2.1.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
 - 3.2.1.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
 - 3.2.1.3. Systems-level outcomes to include ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.
 - 3.2.1.3.1. The Contractor shall provide comprehensive quarterly reports to the Department within thirty (30) days of the close of the quarter.
 - 3.2.1.3.2. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services. The Contractor shall have the ability and capacity to generate standard reports, which include, but are not limited to, monthly reports on:

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- 3.2.1.4. Demographics of individuals in need of specialized services.
- 3.2.2. The Contractor shall meet at a minimum the following performance measures:
 - 3.2.2.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
 - 3.2.2.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
 - 3.2.2.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
 - 3.2.2.4. The Contractor shall ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
 - 3.2.2.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
 - 3.2.2.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: "Have you or a family member ever served in the military?"
- 3.3. Specialty Program Services
 - 3.3.1. The Contractor submit the NH Family Caregiver Title III-E Federal Report to the Department on an annual basis.
 - 3.3.2. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging.
 - 3.3.3. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department, which must include, but is not limited to:
 - 3.3.3.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum.
 - 3.3.3.2. Number of Powerful Tools for Caregivers training session coordinated and/or conducted annually.
 - 3.3.3.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers trainings.
 - 3.3.3.4. Number of other caregiver specific training sessions coordinated and/or conducted annually.
 - 3.3.3.5. Expenditures and expenses for coordinating and conducting other caregiver specific training sessions.
 - 3.3.3.6. Number of caregivers and their families who received counseling.
 - 3.3.3.7. Number of sessions per caregiver and their families.
 - 3.3.3.8. Caregiver Support Group meetings Access Assistance (I&R) activities; which must include, but is not limited to:

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- 3.3.3.8.1. Number of caregivers assisted to obtain access to services and resources in the community.
- 3.3.3.8.2. Number of sessions per caregiver.
- 3.3.3.8.3. Number of caregivers referred to agencies.
- 3.3.3.8.4. A customized report on expenditures and expenses for providing I & R services.
- 3.3.3.9. Community information sessions and outreach activities to caregiver that provides the public with program information, which must include, but is not limited to:
 - 3.3.3.9.1. Number of activities, including, but not limited to:
 - 3.3.3.9.2. Publications.
 - 3.3.3.9.3. Presentations.
 - 3.3.3.9.4. Media coverage.
 - 3.3.3.9.5. Estimated number of caregivers reached through outreach activities.
 - 3.3.3.9.6. Number of agencies involved with outreach activities.
 - 3.3.3.9.7. Expenditures and expenses for outreach activities.
- 3.3.3.10. Average annual income of caregivers including, but not limited to, those who:
 - 3.3.3.10.1. Receive grants.
 - 3.3.3.10.2. Receive training.
 - 3.3.3.10.3. Receive I & R supports.
 - 3.3.3.10.4. Receive counseling.
 - 3.3.3.10.5. Participate in support groups.
- 3.3.3.11. Supplemental Services, which must include, but is not limited to:
 - 3.3.3.11.1. A narrative description of the service and:
 - 3.3.3.11.2. Total number provided for each service.
- 3.3.4. The Contract shall report on performance measure for SHIP in Section 2, Subsection 2.4, Paragraph 2.4.2., as outlined by the ACL, and as amended and indicated in the table below:

Performance Measure	Reporting Method
3.3.4.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS.

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<p>3.3.4.2. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.</p>	<p>To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month. SHIP Group, Team and Medicare forms in STARS.</p>
<p>3.3.4.3. Contacts with Medicare beneficiaries under 65 - Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.</p>	<p>SHIP/STARS Beneficiary Forms. Imbedded in Refer 7.</p>
<p>3.3.4.4. Hard-to-Reach Contacts - Percentage of Low-income, rural, and non-native English contacts per total "hard-to-reach" Medicare beneficiaries in the State.</p>	<p>SHIP/STARS Beneficiary Forms. Imbedded in Refer 7.</p>
<p>3.3.4.5. Enrollment Contacts - Percentage of unduplicated enrollment contacts (i.e., contacts with one or more qualifying enrollment topics) discussed per total Medicare beneficiaries in the State.</p>	<p>SHIP/STARS Beneficiary Forms. Imbedded in Refer 7.</p>

3.3.5. The Contractor shall report on information requested by the Department, which includes, but is not limited to:

3.3.5.1. Quarterly SHIP progress reports.

3.3.5.2. Monthly outreach reports.

3.3.6. The Contractor shall meet or exceed the performance measures and provide reports for services identified in Section 2, Subsection 2.4, Paragraph 2.4.3.2., Medicare Improvements for Patients and Providers Act. (MIPPA) Medicare Program Promotion Services as indicated below:

Performance Measure	Reporting Method
<p>3.3.6.1 Increase the number of individuals provided with education about LIS, MSP, and Medicare prescription drug coverage in rural areas.</p>	<p>To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month.</p>

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EXHIBIT B

	by five (5) percent of the total number enrolled in the programs in the previous twelve 12 months.	SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.6.2	Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services.	Monthly Outreach Activities Report STARS reports to include Client Contacts, Outreach and other activity.
3.3.6.3	Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of one (1) time per month.	Monthly Outreach Activities Report to the Department and enters into STARS reports to the Department.
3.3.6.4	Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings, as required by ACL for quarterly Progress Reports to the Department.

4: Staffing:

- 4.1. The Contractor shall ensure ServiceLink staff have appropriate credentials, as outlined in Subsection 4.4, below.
- 4.2. The Contractor shall ensure counseling staff have the requisite skills and certifications to perform Person-Centered Options Counseling consistent with the NWD System within one (1) year of hire.
- 4.3. The Contractor shall follow the National Association of Social Workers' Code of Ethics.
- 4.4. The Contractor shall provide staff as follows:
 - 4.4.1. Program Manager – One (1) FTE who meets the following certifications within one (1) year of hire:
 - 4.4.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.1.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.1.3. SHIP/SMP certification training and certification.
 - 4.4.1.4. SMP Foundations training and assessment.
 - 4.4.2. Information and Referral Staff who meet the following requirements within one (1) year of hire:
 - 4.4.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.2.2. Obtain training in Person-Centered Counseling.
 - 4.4.2.3. Obtain certification as a State Health Insurance Assistance (SHIP).

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- 4.4.2.4. SMP Foundations training and assessment.
- 4.4.3. Person-Centered Options Counseling and Person-Centered Transition Support Staff who meet the following requirements within one (1) year of hire:
 - 4.4.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.3.2. Obtain training and Certification in Person-Centered Counseling.
 - 4.4.3.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.3.4. SMP Foundations training and assessment.
- 4.4.4. 4.4.4 Person-Centered Options Counseling Caregiver Staff who meet the following requirements within one (1) year of hire:
 - 4.4.4.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.4.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.4.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
 - 4.4.4.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor.
 - 4.4.4.5. SMP Foundations training and assessment.
- 4.4.5. State Health Insurance Assistance Program (SHIP) Staff who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and:
 - 4.4.5.1. Within six (6) months of hire are certified in SHIP training and assessments; and
 - 4.4.5.2. Within six (6) months of hire are certified in SMP foundations training and assessment; and
 - 4.4.5.3. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
- 4.4.6. Senior Medicare Patrol (SMP) Staff who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and:
 - 4.4.6.1. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
 - 4.4.6.2. Within six (6) months of hire are certified in SMP foundations training and assessment.
- 4.4.7. The Contractor shall provide staffing for the NH Family Caregiver Program at no less than 1 full-time equivalent (FTE) for Belknap County and .5 FTE for Carroll County.
- 4.4.8. The Contractor shall provide staffing for the SHIP, SMP, and MIPPA services at no less than .75 FTE for Belknap County and .5 FTE for Carroll County.

4.5. Criminal Background Check and BEAS State Registry Checks

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EXHIBIT B

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.

7. Exhibits Incorporated

- 7.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 7.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 7.3. All Exhibits D through K are attached hereto and incorporated by reference herein.

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 55.97%, Federal Funds, by the
 - 1.1.1. United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667); FAIN: 2001NHSOSR; 50% Federal Funds, 50% General Funds.
 - 1.1.2. United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 2001NHOAFC-02; 75% Federal Funds, 25% General Funds,
 - 1.1.3. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID; 50% Federal Funds, 50% General Funds
 - 1.1.4. United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03-01; 100% Federal Funds
 - 1.1.5. United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-02-03; 100% Federal Funds
 - 1.1.6. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00; 100% Federal Funds
 - 1.2. 44.03% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.
 - 2.2. The Indirect Cost Rate of 10.6% 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 item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.

Partnership for Public Health, Inc.

Exhibit C

Contractor Initials: *sc*

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EXHIBIT C

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 dhhs.beasinvoices@dhhs.nh.gov, or invoices may be mailed to:
Financial Manager
Department of Health and Human Services
105 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.
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 18 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:

Partnership for Public Health, Inc.

Exhibit C

Contractor initials: *KL*

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Date: *4/28/2021*

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EXHIBIT C

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

New Hampshire Department of Health and Human Services
Exhibit D



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

- 3. 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

sc
Date 7/26/90

New Hampshire Department of Health and Human Services
Exhibit E



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:

4/28/2020
Date

Shelli Carter, ED.
Name:
Title:

SC
4/28/2020

New Hampshire Department of Health and Human Services
Exhibit F



**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 of 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

[Signature]
Date 4/22/2020

New Hampshire Department of Health and Human Services
Exhibit F



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 (11)(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:

4/28/2020
Date

Shiller Carter, Ex. Director
Name:
Title:

Vendor Initials: [Signature]
Date: 4/28/2020

New Hampshire Department of Health and Human Services
Exhibit G



**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 5872(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, 1695-86), 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. 13278 (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

Vendor (initials) *JA*

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

Date *4/20/2015*

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:

4/25/2020
Date

Shelli Carter, Ex DIR.
Name:
Title:

Exhibit G

Certification of Compliance with Requirements pertaining to Federal Non-discrimination, Equal Treatment of Faith-Based Organizations and WIA's eligible projects

Vendor Initials

SC

Date 4/25/2020

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The 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:

4/28/2020

Date:

Shelia Carter

Name:

Title:

Ex. Director

Vendor Initials:

Date:

SC

4/28/2020

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, 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

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

Date

[Handwritten Signature]
4/28/2014

New Hampshire Department of Health and Human Services



Exhibit I

- j. "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

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Contractor Initials: *JK*

Date: *1/28/2020*

New Hampshire Department of Health and Human Services



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

3/2014

Contractor Initials

[Signature]
Date: 4/28/2014

New Hampshire Department of Health and Human Services



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 164.528.
- 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

Contractor Initials

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Date: 4/28/2020

New Hampshire Department of Health and Human Services



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.

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Date 4/28/2020

New Hampshire Department of Health and Human Services



Exhibit I

- e. Severability. 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) i, 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 State

Christie Tappan

Signature of Authorized Representative

Christie Tappan

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

May 1, 2020

Date

Partnership for Public Health, Inc.

Name of the Contractor

Shelley Carter

Signature of Authorized Representative

Shelley Carter

Name of Authorized Representative

Executive Director

Title of Authorized Representative

4/28/2020

Date

SC

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Identifier of the entity (QUNS #)
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:

4/28/2020
Date

Shelli Carter
Name:
Title: Ex. Director

Contractor Initials

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Date: 4/28/2020

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: 786707856
- 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(e), 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: _____

AL
4/20/2010

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

[Handwritten Signature]
4/20/2020

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 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

[Handwritten Signature]
[Handwritten Date]

New Hampshire Department of Health and Human Services

Exhibit K.

DHHS Information Security Requirements



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

[Signature]
11/28/20

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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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New Hampshire Department of Health and Human Services

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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 Department's 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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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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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

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4/28/2020

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

This Amendment to the ServiceLink Aging and Disability Resource Center Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Monadnock Collaborative d/b/a NH Care Collaborative ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 20, 2020, (Item #18), as amended with Governor approval on December 30, 2020 and presented to the Executive Council on February 17, 2021 (Informational Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Paragraph 3.3, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.3, Contractor Name, to read:
Monadnock Collaborative d/b/a NH Care Collaborative
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,436,677.42
4. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B Amendment #2, Scope of Services, in order to correct various scrivener's errors and align scope with necessary services, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C, Payment Terms, Section 1 to read:
 1. This Agreement is funded by:
 - 1.1. 57.23%, Federal Funds, as follows:
 - 1.1.1. 2.78% United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667), FAIN: 2101NHSOSR; 60% Federal Funds, 40% General Funds.
 - 1.1.2. 9.63% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 21AANHT3FC; 75% Federal Funds, 25% General Funds,
 - 1.1.3. 27.82% United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID; 50% Federal Funds, 50% General Funds,
 - 1.1.4. 6.75% United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03; 100% Federal Funds,

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- 1.1.5. 6.89% United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-04; 100% Federal Funds,
 - 1.1.6. 2.50% United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00; 100% Federal Funds,
 - 1.1.7. 0.67% United States Department of Health and Human Services, Money Follows the Person Rebalancing Demonstration, (CFDA #93.791), FAIN 1LICMS300148-01-10; 100% Federal Funds,
 - 1.1.8. 0.12% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services, (ALN# 93.044), FAIN 2001NHSSC3, CARES ACT Title III; 100% Federal Funds,
 - 1.1.9. 0.07% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services, (ALN# 93.044), FAIN 2101NHSSC6, American Rescue Plan Title III-B; 85% Federal Funds, 15% General Funds,
 - 1.2 42.77% General funds.
6. Modify Exhibit C, Payment Terms, Section 3, to read:
 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 item, as specified in Exhibits C-1 Amendment #1, Budget through Exhibit C-4 Amendment #2, Budget.
 7. Modify Exhibit C, Payment Terms, Section 4, to read:
 4. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
 - 4.1. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 4.2. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.3. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.
 8. Modify Exhibit C, Payment Terms, Section 12, Subsection 12.1, to update the introductory language only as specified in Subsection 12.1 with no changes to Paragraphs 12.1.1 through 12.1.3, to read:
 - 12.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 9. Add Exhibit C-3 Amendment #2 Budget, which is attached hereto and incorporated by reference herein.
 10. Add Exhibit C-4 Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

5/13/2022
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

5/9/2022
Date

Monadnock Collaborative d/b/a NH Care Collaborative

DocuSigned by:
Madeline Ulrich
Name: Madeline Ulrich
Title: Interim Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

5/13/2022

Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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 meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in Cheshire County, Sullivan County, Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County.
- 1.5. The Contractor shall provide State Health Insurance Assistance Program (SHIP) training, Senior Medicare Patrol (SMP) training, and Medicare Information for Patients and Providers (MIPPA) training to ServiceLink contractors, statewide, to ensure each location has a minimum of one (1) SHIP/SMP/MIPPA certified counselor.
- 1.6. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.6.1. Serve as a highly visible and trusted place for New Hampshire residents of all ages and income limits to receive objective and unbiased information on a full range of long term care supports and services.
 - 1.6.2. Promote awareness of the various options available to people in their community.
 - 1.6.3. Refer individuals to needed services.
 - 1.6.4. Provide person-centered one-on-one assistance and decision support to individuals.

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 1.6.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
- 1.6.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.
- 1.6.7. Serve all adults regardless of physical, intellectual or developmental disability or mental illness.
- 1.6.8. Provide information regarding community-based long-term supports and services.
- 1.6.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.

2. Statement of Work

2.1. ServiceLink Administrative Requirements

2.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice, and methods of services. The Contractor shall:

- 2.1.1.1. Operate as an independent program.
- 2.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
- 2.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.
- 2.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.

2.1.2. The Contractor shall occupy an independent office space that, at a minimum:

- 2.1.2.1. Is an easily accessible area and location.
- 2.1.2.2. Meets all applicable state and local building rules and ordinances.
- 2.1.2.3. Has sufficient space that includes, but is not limited to:
 - 2.1.2.3.1. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.
 - 2.1.2.3.2. A confidential meeting room to accommodate a minimum of three (3) individuals.

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 2.1.2.4. Has barrier-free/handicap access.
- 2.1.2.5. Has appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:
 - 2.1.2.5.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.
 - 2.1.2.5.2. The New Hampshire Department of Military Affairs and Veterans Services.
- 2.1.2.6. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.4.2.1. Scheduling meetings.
 - 2.1.4.2.2. Inviting participants.
 - 2.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.4.2.5. Recording minutes from each meeting.
 - 2.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten⁰⁹(10) business days after each meeting.

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

2.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, which may include, but are not limited to:

2.1.4.3.1. State or regional hospitals.

2.1.4.3.2. Senior centers.

2.1.4.3.3. Physician practices.

2.1.4.3.4. Home health agencies.

2.1.4.3.5. Community mental health centers.

2.1.4.3.6. Municipal health and welfare providers.

2.1.4.3.7. Brain Injury Associations.

2.1.4.3.8. Centers for Independent Living.

2.1.4.3.9. Department of Military Affairs and Veteran Services.

2.1.4.3.10. Adult Protective Services.

2.1.4.3.11. Information and referral/2-1-1 programs.

2.1.4.3.12. Regional Public Health Networks.

2.1.4.3.13. Other community-based organizations.

2.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.

2.1.5. The Contractor shall utilize the Refer/Navigate database to support all business functions related to the Scope of Services, as directed by the Department.

2.2. Quality Assurance

2.2.1. The Contractor shall develop and implement a locally-based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:

2.2.1.1. Meet the needs of individuals;

2.2.1.2. Are sustained throughout the geographic area; and

2.2.1.3. Produce measurable results.

2.2.2. The Contractor shall conduct consumer satisfaction surveys on an ongoing basis to measure consumer satisfaction with delivered services. The Contractor shall:

2.2.2.1. Utilize the Department's approved survey tool;

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 2.2.2.2. Distribute the survey to consumers as directed by the Department;
- 2.2.2.3. Collect completed surveys, as applicable; and
- 2.2.2.4. Enter each completed survey into an online database as directed by the Department.

2.3. Outreach and Education

- 2.3.1. The Contractor shall deliver outreach and education services to promote ServiceLink services.
- 2.3.2. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.
- 2.3.3. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
- 2.3.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence with service providers including, but not limited to:
 - 2.3.4.1. Faith Based Communities and/or Parish Nurses.
 - 2.3.4.2. The Social Security Administration.
 - 2.3.4.3. Low income housing sites.
 - 2.3.4.4. Senior Centers.
- 2.3.5. The Contractor shall implement the Department-approved outreach and marketing plan, which includes, but is not limited to:
 - 2.3.5.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.
 - 2.3.5.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
 - 2.3.5.3. Strategies to assess the effectiveness of outreach and marketing activities.

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 2.3.5.4. Feedback loops to monitor and modify outreach and marketing activities as needed.
- 2.3.6. The Contractor shall conduct an advertising campaign, which may include, but is not limited to, purchase of bus wraps and/or billboards space, funds of which must be expended no later than August 31, 2022.
- 2.4. Training
 - 2.4.1. The Contractor shall ensure all staff, including but not limited to the site manager, receive training within one (1) year of hire, that includes, but is not limited to:
 - 2.4.1.1. Outreach and education trainings.
 - 2.4.1.2. Person-Centered Options Counseling training.
 - 2.4.1.3. Safeguarding the confidentiality of all clients, as required by state and federal laws.
 - 2.4.1.4. Alliance of Information and Referral Standards (AIRS) Certification training.
 - 2.4.1.5. SHIP/SMP Certification through the attendance of a Medicare 101 training, or be fully SHIP-certified if the staff member is a SHIP counselor.
 - 2.4.1.6. SMP Foundations training.
- 2.5. Information & Referral/Assistance Plan and Person-Centered Options Counseling
 - 2.5.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:
 - 2.5.1.1. A description of all systematic processes to ensure consistent delivery of services.
 - 2.5.1.2. All services and resources available to the population of the geographic region.
 - 2.5.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.
 - 2.5.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer/Navigate Manual, and as amended.
 - 2.5.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).
 - 2.5.5. The Contractor shall utilize the Refer/Navigate database to provide the most current information available to clients.

**New Hampshire Department of Health and Human Services
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EXHIBIT B Amendment #2

- 2.5.6. The Contractor shall provide the Refer/Navigate Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer/Navigate Manual, and as amended.
- 2.5.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
- 2.6. Specialized Care Transition Counseling and Support Services
 - 2.6.1. The Contractor shall assist individuals, regardless of income, with avoiding unnecessary placements in institutional settings including, but not limited to nursing homes, rehabilitation facilities, and transitional housing settings.
 - 2.6.2. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.
 - 2.6.3. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:
 - 2.6.3.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.
 - 2.6.3.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contractor shall:
 - 2.6.3.2.1. Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems;
 - 2.6.3.2.2. Establish a process for identifying individuals and caregivers in need of transition support services;
 - 2.6.3.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, and coordination;
 - 2.6.3.2.4. Perform consultation services for hospital staff regarding available LTSS in the community and

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- 2.6.3.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
- 2.6.3.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services.
- 2.6.3.4. Engaging individuals while they are in an acute care setting in order to assist with transitioning to home and community-based settings, which includes, but is not limited to:
 - 2.6.3.4.1. Facilitating the coordination of services and supports needed for transition.
 - 2.6.3.4.2. Providing individuals with a safe and secure setting.
 - 2.6.3.4.3. Assisting in the prevention of hospital readmission.
- 2.6.4. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include, but are not limited to:
 - 2.6.4.1. Hospital and nursing home discharge planning meetings.
 - 2.6.4.2. Meetings with individuals and family members according to their preferences and goals for transition.
 - 2.6.4.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.6.4.4. Documenting contacts on behalf of transitioning individuals in the Refer/Navigate database.
 - 2.6.4.5. Developing transition plans for clients and assisting individuals with finding and accessing home and community-based services according to the transition plan.
- 2.7. Long Term Supports and Services (LTSS) Eligibility Determination Services
 - 2.7.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.
 - 2.7.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:

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- 2.7.2.1. Assisting individuals with determining appropriate payment and delivery of services.
- 2.7.2.2. Providing individuals with financial assessment, as applicable.
- 2.7.2.3. Assisting clients with accessing community-based LTSS programs.
- 2.7.2.4. Developing processes for accessing public LTSS programs.
- 2.7.2.5. Ensuring eligibility documents are completed and submitted to the Department.
- 2.7.2.6. Collaborating with the Department to assess and determine client eligibility.
- 2.7.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.
- 2.7.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.
- 2.7.2.9. Providing additional Person-Centered Options Counseling to individuals determined ineligible for LTSS, as appropriate.
- 2.7.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.
- 2.7.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.
- 2.7.3. The Contractor shall collaborate with State and community programs, which may include, but are not limited to, the NH Caregiver Program, home-delivered meals, congregate meals, and in-home care services, which may serve Medicare beneficiaries across New Hampshire to determine program eligibility for individuals seeking services, to facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education on Medicare and other community-based programs.
- 2.8. Specialty Program Services
 - 2.8.1. Family Caregiver Support Program Services
 - 2.8.1.1. The Contractor shall ensure staff maintain knowledge of current community resources.
 - 2.8.1.2. The Contractor shall ensure:

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- 2.8.1.2.1. A minimum of one (1) staff member is trained as a class leader in an evidence-based curriculum for caregivers, such as Powerful Tools for Caregivers (PTC); or
- 2.8.1.2.2. A minimum of two (2) individuals in the geographic area are trained in an evidenced-based curriculum for caregivers such as the PTC curriculum.
- 2.8.1.3. The Contractor shall facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training or other evidenced-based curriculum for caregivers to a minimum of five (5) caregivers on an annual basis.
- 2.8.1.4. The Contractor shall facilitate caregiver support groups, as needed.
- 2.8.1.5. The Contractor shall collaborate with other caregiver support service agencies within the geographic area.
- 2.8.1.6. The Contractor shall ensure staff attend the Department's Family Caregiver Support Program meetings.
- 2.8.1.7. The Contractor shall conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population on an annual basis.
- 2.8.1.8. The Contractor shall monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.
- 2.8.1.9. The Contractor shall participate in an annual program review as determined by the Department.
- 2.8.1.10. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.8.1.11. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.8.1.12. The Contractor shall provide a minimum of bimonthly contract with the caregivers they support.
- 2.8.1.13. The Contractor shall ensure all new staff who administer the NH Family Caregiver Support Program:
 - 2.8.1.13.1. Are trained by a BEAS Designee; and

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- 2.8.1.13.2. Are monitored for progress within Program, including, but not limited to, remaining current on all Family Caregiver Support Program services, policies and procedures.
- 2.8.1.14. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.8.1.15. The Contractor shall provide copies of approved service plans and budgets to the Department's Financial Management contractor.
- 2.8.1.16. The Contractor shall comply with the Department policies and procedures relative to fiscal management for bill paying and employer of record services.
- 2.8.2. State Health Insurance Program (SHIP) Assistance
 - 2.8.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
 - 2.8.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through SHIP.
 - 2.8.2.3. The Contractor shall provide personalized counseling services.
 - 2.8.2.4. The Contractor shall provide targeted community outreach in order to:
 - 2.8.2.4.1. Increase consumer understanding of Medicare program benefits.
 - 2.8.2.4.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
 - 2.8.2.5. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
 - 2.8.2.5.1. Assisting individuals with enrolling in appropriate benefit plans.
 - 2.8.2.5.2. Providing continued enrollment assistance in Medicare prescription drug coverage.
 - 2.8.2.6. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.

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- 2.8.2.7. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently; SHIP Training and Reporting System (STARS).
- 2.8.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services
 - 2.8.3.1. The Contractor shall educate the public on topics that include, but are not limited to:
 - 2.8.3.1.1. Part D prescription drugs in rural areas.
 - 2.8.3.1.2. Medicare preventative services.
 - 2.8.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.
 - 2.8.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses, as well as awareness of Medicare preventive services, by distributing promotional materials developed by CMS, ACL and the Department.
 - 2.8.3.3. The Contractor shall implement a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month which includes, but is not limited to:
 - 2.8.3.3.1. Mailing introductory letters regarding the program to agencies which may include, but are not limited to:
 - 2.8.3.3.1.1. Town offices.
 - 2.8.3.3.1.2. Housing sites.
 - 2.8.3.3.1.3. Home health agencies.
 - 2.8.3.3.1.4. Faith-based Communities and parish nurses.
 - 2.8.3.3.1.5. Public libraries.
 - 2.8.3.3.1.6. Fuel assistance agencies.
 - 2.8.3.3.1.7. Hospital public affairs managers.
 - 2.8.3.3.1.8. Pharmacies.
 - 2.8.3.3.1.9. Medical practices.
 - 2.8.3.3.1.10. Other community partners.

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- 2.8.3.3.2. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic area served.
- 2.8.3.3.3. Drafting scripts for radio, newspapers, and public service announcements with Department approval prior to publication.
- 2.8.3.3.4. Purchasing media in the local area.
- 2.8.3.4. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
- 2.8.4. Senior Medicare Patrol (SMP) Services
 - 2.8.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
 - 2.8.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and education outreach planning.
 - 2.8.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded Medicare awareness and coverage.
 - 2.8.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
 - 2.8.4.5. The Contractor shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
 - 2.8.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.

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- 2.8.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
- 2.8.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information; detect payment errors; and report questionable Medicare billing situations.
- 2.8.5. Veteran Directed Care (VDC)
 - 2.8.5.1. The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VDC Program staffing requirements and procedures.
 - 2.8.5.2. The Contractor shall collaborate with and accept referrals from:
 - 2.8.5.2.1. The White River Junction Veterans Affairs Medical Center; and
 - 2.8.5.2.2. The Manchester Veterans Affairs Medical Center.
 - 2.8.5.3. The Contractor shall contact veterans referred to the VDC program by telephone, email, or other recognized means of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.
 - 2.8.5.4. The Contractor shall assist veterans with determining the most appropriate services that will meet their needs.
 - 2.8.5.5. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
 - 2.8.5.6. The Contractor shall assist veterans with meeting LTSS needs, including but not limited to, identifying backup plans of support.
 - 2.8.5.7. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
 - 2.8.5.8. The Contractor shall monitor veterans' budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.

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2.8.5.9. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.

2.8.5.10. The Contractor shall comply with staff training requirements to provide the VDC and Financial Management Services, as applicable.

2.8.5.11. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:

2.8.5.11.1. Monthly VDC calls.

2.8.5.11.2. VDC sponsored trainings.

2.8.5.11.3. VDC sponsored webinars.

2.8.5.12. The Contractor shall participate in VAMC quarterly program meetings.

2.8.5.13. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.

2.8.6. Bureau of Housing Services Assessments

2.8.6.1. The Contractor shall complete the Person-Centered Planning assessment with clients referred from the Bureau of Housing Services (BHS), at the direction of BHS, only so long as funding related to the BHS-Medicaid 1915i waiver is available to reimburse for the assistance provided.

2.9. SHIP/SMP/MIPPA Training Services

2.9.1. The Contractor shall provide SHIP/SMP/MIPPA training for ServiceLink contractors, statewide, on topics that include, but are not limited to:

2.9.1.1. Medicare eligibility and enrollment periods.

2.9.1.2. Medicare Parts A, B, C, and D benefits and coverage.

2.9.1.3. Medicare Supplement Plans and coverage options.

2.9.1.4. Long term care insurance.

2.9.1.5. Medicare Savings Programs.

2.9.1.6. Employer coverage versus Medicare coverage.

2.9.1.7. Tricare and Medicare.

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- 2.9.1.8. Medicaid programs and coordination with Medicare coverage.
- 2.9.1.9. Medicare fraud, errors and abuse.
- 2.9.1.10. Specific claims and billing issues.
- 2.9.1.11. Preventive Services.
- 2.9.1.12. Extra Help/Low Income Subsidy.
- 2.9.2. The Contractor shall train all SHIP/SMP/MIPPA ServiceLink staff on current reporting requirements, which include but are not limited to:
 - 2.9.2.1. Navigate/Refer 7.
 - 2.9.2.2. SHIP Tracking and Reporting System (STARS) Beneficiary Forms.
 - 2.9.2.3. STARS media, activity, education, outreach reporting directly to the STARS site.
 - 2.9.2.4. SMP Information Reporting System (SIRS) directly to the SIRS site.
- 2.9.3. The Contractor shall monitor all reporting areas in Subparagraph 2.9.2, above, on a monthly basis and make any necessary adjustments to ensure ServiceLink contractors are accurately reporting information regarding services provided.
- 2.9.4. The Contractor shall ensure all SHIP/SMP/MIPPA staff, including, but not limited to, counselors, volunteers and trainees, are current on training information by ensuring all SHIP/SMP/MIPPA ServiceLink staff:
 - 2.9.4.1. Participate in Centers for Medicare & Medicaid Services (CMS), Administration for Community Living (ACL), National Council on Aging (NCOA), and other Medicare-related webinars, conference calls, meetings and conferences as required or deemed appropriate.
 - 2.9.4.2. Solicit continuous communication from CMS, ACL, NCOA, the State SHIP/SMP/MIPPA Director, and the New Hampshire Insurance Department (NHID) to remain current on changes in policies, procedures and reporting requirements.
 - 2.9.4.3. Are provided with current Medicare materials for dissemination, including but not limited to updates to the Medicare Advantage Landscape of Plans for Part D and Part C, including all Excel spreadsheets.

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- 2.9.5. The Contractor shall oversee the administration of the SHIP Online Counseling Certification Tool (OCCT) for ServiceLink SHIP Coordinators, new trainees, staff, and volunteers.
- 2.9.6. The Contractor shall oversee and provide ServiceLink SHIP Coordinators, new trainees, staff, and volunteers access to the SIRS training and tracking system, TRAX.
- 2.9.7. The Contractor shall be the subject matter expert for ServiceLink SHIP/MIPPA and SMP staff. The Contractor shall:
 - 2.9.7.1. Attend national and regional conferences related to SHIP/MIPPA and SMP;
 - 2.9.7.2. Attend local, regional trainings and webinars related to SHIP/MIPPA and SMP; and
 - 2.9.7.3. Work in partnership with the Department's SHIP/ MIPPA and SMP Program Director and all ServiceLink contractors.
- 2.9.8. The Contractor shall work with the Department's SHIP/MIPPA and SMP Program Director, and other ServiceLink Contractors to coordinate and streamline training and certification activities for the SHIP/MIPPA and SMP Programs. The Contractor shall:
 - 2.9.8.1. Identify a liaison at each ServiceLink contractor to identify new trainees, staff and volunteers in need of training;
 - 2.9.8.2. Collaborate with the liaison to develop and implement a survey for training needs and the best form of communication to further advance training; and
 - 2.9.8.3. Coordinate with the liaison to provide updated local, regional and annual training offered to staff such duties may include, but are not limited to:
 - 2.9.8.3.1. Establishing an agenda for trainings.
 - 2.9.8.3.2. Assisting with necessary materials for trainings.
 - 2.9.8.4. Develop training material to ensure new and experienced staff meet SHIP and SMP certification requirements.
 - 2.9.8.5. Develop and share evaluation tools to confirm training is effective and beneficial.
 - 2.9.8.6. Develop and oversee the administration of the SHIP and SMP online certification tool, in compliance with ACL standards/rules.
 - 2.9.8.7. Educate all contracted staff in the usage of any online training modules and certification tools.

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- 2.9.8.8. Establish and monitor a tracking system for SHIP and SMP certifications for the ServiceLink contractors to ensure all staff are meeting and maintaining certification.
- 2.9.8.9. Disseminate all received SHIP/MIPPA and SMP material via multiple means, which may include but are not limited to:
 - 2.9.8.9.1. A monthly newsletter.
 - 2.9.8.9.2. Special Alerts.
 - 2.9.8.9.3. Face-to-face meetings.
 - 2.9.8.9.4. eStudio postings.
 - 2.9.8.9.5. Excel spreadsheets.
- 2.9.8.10. Designate a dedicated email address for SHIP/MIPPA and SMP liaisons to utilize in order to:
 - 2.9.8.10.1. Respond to inquiries pertaining to challenging training issues.
 - 2.9.8.10.2. Address any inquiries pertaining to certification concerns.
 - 2.9.8.10.3. Solicit current Medicare information and policy changes to best address beneficiary needs.
- 2.9.8.11. Coordinate with ServiceLink contractors for best practice materials that can be developed and shared with other staff to assist Medicare beneficiaries, upon Department's approval.
- 2.9.8.12. Ensure all training, certification, and SHIP/MIPPA and SMP material dissemination is completed in coordination with the Department's SHIP Program Director.
- 2.9.9. The Contractor shall begin collecting data on October 1 of each year, or as soon as the information is available, for the Medicare Advantage Landscape of Plans for Part D and Part C, and shall continue until all data is collected.
- 2.9.10. The Contractor shall inform the Department's SHIP Director and statewide ServiceLink contractors when changes in training occur.
- 2.9.11. The Contractor shall provide no less than four (4) daylong statewide trainings per contract year to include the fall "Medicare Update Training" that is coordinated with the Centers for Medicare and Medicaid Services (CMS).

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- 2.9.12. The Contractor shall provide onsite training as requested, not to exceed two (2) site visits per year with any given location.
- 2.9.13. The Contractor shall provide one-to-one training, as necessary.
- 2.9.14. The Contractor shall provide no less than 104 hours of SHIP/MIPPA and SMP training via other means, which may include, but are not limited to:
 - 2.9.14.1. Emails.
 - 2.9.14.2. Webinars.
 - 2.9.14.3. Forwarding of pertinent information.
 - 2.9.14.4. Telephone conversations.
- 2.9.15. The Contractor shall provide no less than 52 hours of Medicare Supplemental Training.
- 2.9.16. The Contractor shall ensure all staff are trained and understand SMP Foundations.
- 2.9.17. The Contractor shall conduct post-training evaluations to determine effectiveness of trainings.

3. Performance Measures and Reporting Requirements

- 3.1. The Contractor shall report on data collected in the Refer/Navigate system to the Department in a Department approved format, as requested.
- 3.2. The Contractor shall provide quarterly narrative reports regarding community partnerships and outreach as outlined by the Department.
- 3.3. The Contractor shall maintain a record of completed staff training and education, including Medicare training, to be made available to the Department upon request.
- 3.4. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging and agrees to enter all needed data in the database accurately and timely.
- 3.5. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department, which must include, but is not limited to:
 - 3.5.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum or other evidenced-based curriculum for caregivers.
 - 3.5.2. Number of Powerful Tools for Caregivers or other evidenced-based training session for caregivers coordinated and/or conducted annually.

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- 3.5.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers or other evidenced-based curriculum for caregiver trainings.
- 3.5.4. Expenditures and expenses for outreach activities.
- 3.5.5. Average annual income of caregivers including, but not limited to, those who:
 - 3.5.5.1. Receive grants;
 - 3.5.5.2. Receive training;
 - 3.5.5.3. Receive I & R supports;
 - 3.5.5.4. Receive counseling; or
 - 3.5.5.5. Participate in support groups.
- 3.6. The Contractor shall report on the following ACL performance measures on the SHIP/STARS Beneficiary Forms:
 - 3.6.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.
 - 3.6.2. Contacts with Medicare beneficiaries under 65 – Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.
 - 3.6.3. Hard-to-Reach Contacts – Percentage of Low-income, rural, and non-native English contacts per total “hard-to-reach” Medicare beneficiaries in the State.
 - 3.6.4. Enrollment Contacts – Percentage of unduplicated enrollment contacts with one or more qualifying enrollment topics discussed per total Medicare beneficiaries in the State.
- 3.7. The Contractor shall report on the following ACL performance measures on the Monthly Outreach and Activities (AKA the Check and Balance) reports due to the Department by the 15th of each month for the prior month:
 - 3.7.1. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.
 - 3.7.2. Implementation of promotional activities for Medicare’s Wellness and Preventive Screening Services.
 - 3.7.3. The number of individuals provided with education about: LIS, MSP, and Medicare prescription drug coverage in rural areas.
- 3.8. The Contractor shall demonstrate partnerships and evaluate effectiveness and lessons learned in the Quarterly SHIP and SMP progress reports.

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- 3.9. The Contractor shall effectively advertise, promote, and conduct SHIP, MIPPA, and/or SMP educational outreach and/or enrollment event activities at a minimum of one (1) time per month.
- 3.10. The Contractor shall maintain a monthly training activity report that includes the following:
 - 3.10.1. Training provided to ServiceLink sites.
 - 3.10.2. Names of certified SHIP and SMP counselors, staff, and volunteers at each ServiceLink site.
 - 3.10.3. Date of counselor's most recent certification.
 - 3.10.4. Hours of training attended during the month/per person.
 - 3.10.5. Trainings provided with detailed topics, along with the method in which they were delivered.
 - 3.10.6. Identified counselors' training needs and barriers.
 - 3.10.7. Post-training evaluation summaries and outcomes in eStudio.
- 3.11. The Contractor shall provide quarterly reports of the summary of statewide training activities which will include the following:
 - 3.11.1. Total number of sites receiving training during the quarter;
 - 3.11.2. Total number of hours of training provided to all SHIP and SMP counselors.
 - 3.11.3. Total number of certified counselors statewide.
 - 3.11.4. Total number of new SHIP and SMP certified counselors during the quarter.
 - 3.11.5. Total number of trainings provided during the quarter.
 - 3.11.6. Topics of all trainings provided.
 - 3.11.7. A narrative providing a description of the following:
 - 3.11.7.1. Counselor accomplishments.
 - 3.11.7.2. Challenges.
 - 3.11.7.3. Plans to overcome challenges.

4. Staffing

- 4.1. The Contractor shall ensure staff follow the National Association of Social Workers' Code of Ethics.
- 4.2. The Contractor shall provide staff as follows:
 - 4.2.1. One (1) full-time equivalent (FTE) Program Manager.

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- 4.2.2. Staff with the proper trainings and certifications to provide Information & Referral/Assistance (I&R/A) services; Person-Centered Options Counseling; and Person-Centered Transition Support.
- 4.2.3. Staff for the NH Family Caregiver Program at no less than .75 FTE for Monadnock Region and .5 FTE for Sullivan County.
- 4.2.4. Staff for the SHIP, SMP, and MIPPA services at no less than .75 FTE for Monadnock Region and .25 FTE for Sullivan County.
- 4.3. Criminal Background Check and BEAS State Registry Checks
 - 4.3.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
 - 4.3.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
 - 4.3.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
 - 4.3.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 4.3.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the selected Vendor. The BEAS State Registry check must be provided to the Department upon request by the Department.

5. Exhibits Incorporated

- 5.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 5.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

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

6. Additional Terms

6.1. Impacts Resulting from Court Orders or Legislative Changes

6.1.1. 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.

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

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

6.3. Credits and Copyright Ownership

6.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

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

6.3.3.1. Brochures.

6.3.3.2. Resource directories.

6.3.3.3. Protocols or guidelines.

6.3.3.4. Posters.

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

6.3.3.5. Reports.

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

6.4. Operation of Facilities: Compliance with Laws and Regulations

6.4.1. 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 Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6.5. Eligibility Determinations

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

6.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

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

6.5.4. The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill-out an application form and that each applicant or re-applicant shall be

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

informed of his/her right to a fair hearing in accordance with Department regulations.

7. Records

- 7.1. The Contractor shall keep records that include, but are not limited to:
- 7.1.1. 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.
 - 7.1.2. 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.
 - 7.1.3. 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.
 - 7.1.4. Medical records on each patient/recipient of services.
- 7.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>Monadnock Collaborative</u> Budget Request for: <u>ServiceLink Aging and Disability Resource Center Services</u> Budget Period <u>7/1/2022-6/30/2023</u> Indirect Cost Rate (if applicable) <u>10.50%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$363,750
2. Fringe Benefits	\$78,358
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$4,000
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$5,500
6. Travel	\$5,500
7. Software	
8. (a) Other - Marketing/Communications including Bus Wrap	\$55,979
8. (b) Other - Education and Training	\$3,500
8. (c) Other - Other (specify below)	
<i>Other - Occupancy (rent)</i>	\$33,000
<i>Other - equipment replacements (computers, printers)</i>	\$14,000
<i>Other - insurance (liability & contents)</i>	\$7,500
<i>Other - audit & legal, Postage, Telephone (desk & cell)</i>	\$21,900
9. Subrecipient Contracts IT Services	\$13,000
Total Direct Costs	\$605,987
Total Indirect Costs	\$46,422
TOTAL	\$652,409

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>Monadnock Collaborative</u> Budget Request for: <u>ServiceLink Aging and Disability Resource Center Services</u> Budget Period <u>7/1/2023-6/30/2024</u> Indirect Cost Rate (if applicable) <u>10.50%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$359,003
2. Fringe Benefits	\$77,995
3. Consultants	\$0
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$14,000
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$5,500
6. Travel	\$5,500
7. Software	\$0
8. (a) Other - Marketing/Communications	\$2,200
8. (b) Other - Education and Training	\$3,500
8. (c) Other - Other (specify below)	
<i>Other (please specify) Audit & Legal</i>	\$3,000
<i>Other (please specify) Insurance-liability & contents</i>	\$7,500
<i>Other (please specify) Occupancy</i>	\$33,000
<i>Other (please specify) Postage, Equip Maintenance, Phones</i>	\$22,900
9. Subrecipient Contracts - IT Support (True North Networks)	\$13,000
Total Direct Costs	\$547,098
Total Indirect Costs	\$45,885
TOTAL	\$592,983

Contractor Initials DS
MU
 Date 5/9/2022

State of New Hampshire

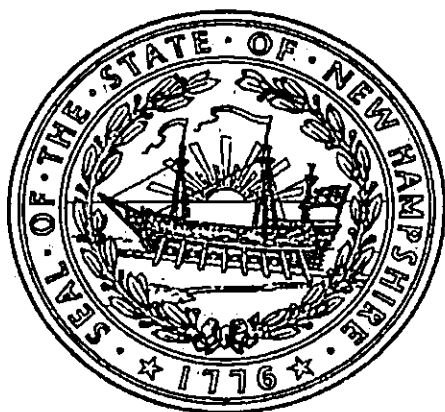
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NH CARE COLLABORATIVE is a New Hampshire Trade Name registered to transact business in New Hampshire on August 13, 2021. 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: 878469

Certificate Number: 0005776206



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of May A.D. 2022.

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

David M. Scanlan
Secretary of State

State of New Hampshire

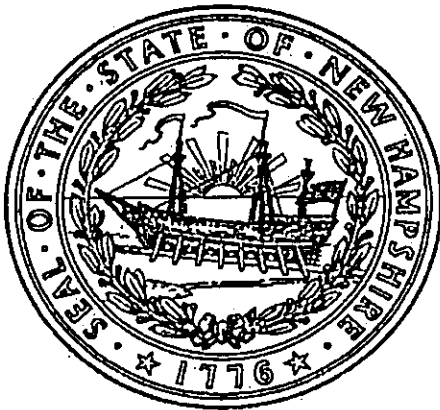
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK COLLABORATIVE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on June 06, 2001. 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: 379619

Certificate Number: 0005775469



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of May A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Joshua Meehan, 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 NH Care Collaborative.
(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 4.14.22 at which a quorum of the Directors/shareholders were present and voting.
(Date)

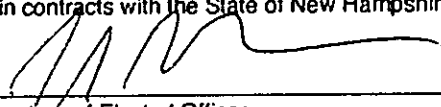
VOTED: That Madeline Ullrich, Interim Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of NH Care Collaborative 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: 4/14/2022



Signature of Elected Officer
Name: Joshua Meehan
Title: Chair



NH Care Collaborative

Empower, Navigate, and Connect

www.nhcare-c.org

NHCC MISSION STATEMENT

NH Care Collaborative fosters personal choice by educating and empowering individuals in our communities to navigate and connect with resources so they may live dignified and fulfilled lives.

Financial Statements

MONADNOCK COLLABORATIVE

**FOR THE YEARS ENDED
JUNE 30, 2021 AND 2020
AND
INDEPENDENT AUDITORS' REPORT**

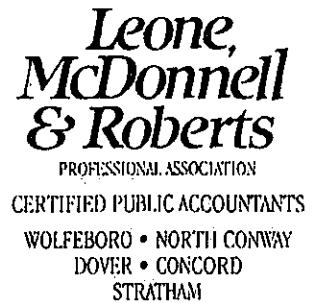
MONADNOCK COLLABORATIVE

FINANCIAL STATEMENTS

JUNE 30, 2021 AND 2020

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Statement of Functional Expenses	6
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To the Board of Directors of
Monadnock Collaborative
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on Financial Statements

We have audited the accompanying financial statements of Monadnock Collaborative which comprise the statements of financial position as of June 30, 2021 and 2020 and the related statements of activities, and cash flows for the years then ended and the statement of functional expenses for the year ended June 30, 2020, 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 the 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.

Auditors' 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 auditors' 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.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Collaborative as of June 30, 2021 in conformity with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Monadnock Collaborative 2020 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 31, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited financial statements from which it has been derived.

*Leone, McDonnell & Roberts
Professional Association*

North Conway, New Hampshire
October 29, 2021

MONADNOCK COLLABORATIVE
STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2021 AND 2020

ASSETS

	<u>2021</u>	<u>2020</u>
CURRENT ASSETS		
Cash	\$ 573,877	\$ 609,016
Accounts receivable	166,309	104,977
Prepaid expenses	<u>59,540</u>	<u>23,751</u>
Total current assets	<u>799,726</u>	<u>737,744</u>
PROPERTY AND EQUIPMENT		
Equipment, furniture and fixtures	37,618	37,618
Less accumulated depreciation	<u>(37,618)</u>	<u>(37,618)</u>
Total property and equipment	<u>-</u>	<u>-</u>
NONCURRENT ASSETS		
Security deposits	<u>4,210</u>	<u>2,330</u>
Total assets	<u>\$ 803,936</u>	<u>\$ 740,074</u>

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	\$ 965	\$ 9,697
Accrued salaries, wages and related expenses	<u>50,453</u>	<u>48,958</u>
Total current liabilities	51,418	58,655
NET ASSETS		
Net assets without donor restrictions	<u>752,518</u>	<u>681,419</u>
Total liabilities and net assets	<u>\$ 803,936</u>	<u>\$ 740,074</u>

See Notes to Financial Statements

MONADNOCK COLLABORATIVE**STATEMENTS OF ACTIVITIES
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
REVENUE AND SUPPORT		
Grants	\$ 1,959,995	\$ 1,571,397
Investment income	87	5,015
Other revenue and support	<u>9,493</u>	<u>6,171</u>
Total revenue and support	<u>1,969,575</u>	<u>1,582,583</u>
EXPENSES		
Program services	1,803,535	1,385,018
Management and general	<u>119,941</u>	<u>84,478</u>
Total expenses	<u>1,923,476</u>	<u>1,469,496</u>
GAIN ON INVOLUNTARY CONVERSION OF ASSETS	<u>25,000</u>	<u>-</u>
INCREASE IN NET ASSETS	71,099	113,087
NET ASSETS - BEGINNING OF YEAR	<u>681,419</u>	<u>568,332</u>
NET ASSETS - END OF YEAR	<u>\$ 752,518</u>	<u>\$ 681,419</u>

See Notes to Financial Statements

MONADNOCK COLLABORATIVE
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Increase in net assets	\$ 71,099	\$ 113,087
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation	-	443
Gain on involuntary conversion of assets	(25,000)	
Decrease (increase) in assets:		
Accounts receivable	(61,332)	13,744
Prepaid expenses	(35,789)	3,558
Security deposits	(1,880)	-
Increase (decrease) in liabilities:		
Accounts payable	(8,732)	(507)
Accrued salaries, wages and related expenses	1,495	11,969
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	<u>(60,139)</u>	<u>142,294</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Insurance proceeds for property impairment	<u>25,000</u>	<u>-</u>
NET CASH PROVIDED BY INVESTING ACTIVITIES	<u>25,000</u>	<u>-</u>
NET (DECREASE) INCREASE IN CASH	(35,139)	142,294
CASH AT BEGINNING OF YEAR	<u>609,016</u>	<u>466,722</u>
CASH AT END OF YEAR	<u>\$ 573,877</u>	<u>\$ 609,016</u>

See Notes to Financial Statements

MONADNOCK COLLABORATIVE
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2021
WITH COMPARATIVE TOTALS FOR 2020

	<u>Program</u>	<u>Management and General</u>	<u>2021 Total</u>	<u>2020 Total</u>
PERSONNEL COSTS				
Salaries and wages	\$ 1,272,101	\$ -	\$ 1,272,101	\$ 972,037
Payroll taxes	102,926	-	102,926	70,899
Employee benefits	<u>166,186</u>	<u>-</u>	<u>166,186</u>	<u>172,124</u>
Total personnel costs	1,541,213	-	1,541,213	1,215,060
Bad debt expense	107,000	-	107,000	-
Rent	70,786	-	70,786	63,750
Telephone	39,845	-	39,845	36,061
Equipment rental	-	11,446	11,446	34,121
Travel	1,961	-	1,961	31,058
IT services	-	55,321	55,321	30,527
Auditing	11,849	-	11,849	13,203
Insurance	-	18,888	18,888	11,980
Office supplies	14,600	-	14,600	9,583
Subcontract services	-	34,286	34,286	7,850
Administrative expenses	6,968	-	6,968	4,998
Development	5,860	-	5,860	2,977
Postage	2,797	-	2,797	2,422
Advertising and marketing	75	-	75	2,217
Legal and lobbying	-	-	-	1,155
Depreciation	-	-	-	443
Other	<u>581</u>	<u>-</u>	<u>581</u>	<u>2,091</u>
Total functional expenses	<u>\$ 1,803,535</u>	<u>\$ 119,941</u>	<u>\$ 1,923,476</u>	<u>\$ 1,469,496</u>

See Notes to Financial Statements

MONADNOCK COLLABORATIVE

NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2021

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General

The Monadnock Collaborative (the Collaborative) is a not-for-profit corporation located in Keene, New Hampshire. The Collaborative's purpose is to support the efforts of local projects and initiatives aimed at identifying and addressing the unmet healthcare needs of residents in the Monadnock Region of New Hampshire. Major programs include information and referral, education, and service program management.

Basis of Accounting

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

Basis of Presentation

The financial statements of the Collaborative have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Collaborative to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor restrictions.

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Collaborative. These net assets may be used at the discretion of the Collaborative's Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Collaborative or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Summarized Financial Information

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the Collaborative's financial statements for the year ended June 30, 2020 from which the summarized information was derived.

MONADNOCK COLLABORATIVE

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2021**

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 disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Functional Allocation of Expenses

The costs of providing the various services and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use. The costs of providing certain program and supporting services have been directly charged.

Advertising

The Collaborative expenses advertising costs as incurred.

Fair Value of Financial Instruments

The Company's financial instruments consist of cash, trade receivables and payables, and tenant deposits. The carrying value for all such financial instruments, considering the terms, approximate fair value at June 30, 2021.

Accounts receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year end. Balances that are still outstanding, after management has used reasonable collection efforts, are written off through a charge to the valuation allowance and a credit to accounts receivable. The allowance for uncollectible accounts was estimated to be \$107,000 and zero at June 30, 2021 and 2020, respectively. The Collaborative has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral.

Accrued Earned Time

The Collaborative has accrued a liability for future compensated absences that its employees have earned and which is vested with the employees.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or costs are incurred.

MONADNOCK COLLABORATIVE

NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2021

Income Taxes

The Collaborative is a nonprofit corporation exempt from income tax under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Collaborative to be other than a private foundation.

The Collaborative follows FASB ASC Topic No. 740, Accounting for Uncertainty in Income Taxes, which requires them to report uncertain tax positions, related interest and penalties, and to adjust its assets and liabilities for unrecognized tax benefits and accrued interest and penalties accordingly. At June 30, 2021, the Collaborative determined they had no tax positions that did not meet the "more likely than not" standard of being sustained by tax authorities.

The Collaborative is no longer subject to examinations by the United States Federal or State tax authorities before 2017.

Revenue Recognition

Amounts received from conditional grants and contracts received for specific purposes are generally recognized as income to the extent that related expenses and conditions are incurred or met. Conditional grants received prior to the conditions being met are reported as refundable advances. Contributions of cash and other assets are reported as with donor restrictions if they are received with donor imposed stipulations that limit the use of the donated assets. However, if a restriction is fulfilled in the same period in which the contribution is received, the Collaborative reports the support as without donor restrictions.

New Accounting Pronouncement

In May 2014, FASB issued ASU 2014-09 (Topic 606) – Revenue from Contracts with Customers. The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue from cash flows arising from contracts with customers. The Collaborative adopted the new standard effective July 1, 2020, the first day of the Collaborative's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for any of the applicable revenue streams; as such, no cumulative effect adjustment was recorded. See revenue recognition policy above.

2. CONCENTRATION OF RISK

The Collaborative maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2021. The Collaborative has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts. There were no uninsured cash balances at June 30, 2021.

MONADNOCK COLLABORATIVE

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2021**

For the year ended June 30, 2021, approximately 98% of the total revenue was derived from grants from federal, state and other sources. The future existence of the Collaborative is dependent upon continued support from grant sources.

3. PROPERTY AND EQUIPMENT

Property is stated at cost or fair market value at date of donation. Material assets with a useful life in excess of one year are capitalized. The Collaborative depreciates the assets using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Equipment, furniture and fixtures	3 - 10 Years
-----------------------------------	--------------

Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

4. LEASE COMMITMENTS

The Collaborative has entered into two rental lease agreements to rent office space. Rent expense under these agreements aggregated \$63,750 for the year ended June 30, 2021. The future minimum lease payments on the above leases for the year ended June 30, 2021 approximates \$65,000.

5. RETIREMENT PLAN

During 2018 the Collaborative initiated a tax-sheltered annuity plan under the provisions of Section 403(b) of the internal Revenue Code. All employees who have had at least 30 days of service to the Collaborative are eligible to contribute to the plan.

6. COMMITMENTS AND CONTINGENCIES

The Collaborative receives funding under various state and federal grants. Under the terms of these grants, the Collaborative is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Collaborative may be required to repay the grantor's funds.

Monadnock Affordable Housing Corporation (MAHC) has applied for a grant in the amount of \$500,000 to renovate the building the Collaborative leases. The Collaborative has pledged \$183,000 to the renovation project if the grant application is approved and plans to enter into a twenty-year lease with MAHC upon completion of the project.

MONADNOCK COLLABORATIVE
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2021

7. AVAILABILITY AND LIQUIDITY

The following represents the Collaborative's financial assets as of June 30, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Financial assets at year end:		
Cash and cash equivalents	\$ 573,087	\$ 609,016
Accounts receivable	<u>166,309</u>	<u>104,977</u>
Total financial assets	739,396	713,993
Less amounts not available to be used within one year:		
Security deposits	<u>2,330</u>	<u>2,330</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 767,066</u>	<u>\$ 583,113</u>

None of the financial assets are subject to restriction and therefore they are available for general expenditures within one year of the Statement of Financial Position date. It is the Collaborative's goal to maintain financial assets to meet 30 days of operating expenses which is approximately \$160,000 and \$122,000, at June 30, 2021 and 2020, respectively.

8. INVOLUNTARY CONVERSION

In April 2021, the Collaborative sustained damage from a fire. Damage was recoverable through insurance and the Collaborative received \$25,000 during the year ended June 30, 2021 which is recorded in the Statement of Activities as a gain on involuntary conversion.

9. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through November 10, 2021, the date the financial statements were available for issuance.

MONADNOCK COLLABORATIVE

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED JUNE 30, 2021**

10. RECLASSIFICATIONS

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

11. OTHER EVENTS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Collaborative. The significance of the impact of these disruptions, including the extent of their adverse impact on the Collaborative's financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. The COVID-19 impact on the capital markets could also impact the Collaborative's cost of borrowing. There are certain limitations on the Collaborative's ability to mitigate the adverse financial impact of these items.



NH CARE COLLABORATIVE
Board of Directors
2022

Joshua Meehan, Chair

Executive Director
Keene Housing Authority
831 Court St
Keene, NH 03431
603-283-5447
jmeehan@keenehousing.org

Beth Daniels, Treasurer

Chief Executive Officer
Southwestern Community Services
63 Community Way
Keene, NH 03431
603-719-4130
bdaniels@scshelps.org

Mary-Anne Wisell, Secretary

Executive Director
Monadnock Developmental Services
121 Railroad St
Keene, NH 03431
603-352-1304
MaryAnneW@mds-nh.org

Shawn V. LaFrance, MSUP, MPH

Vice President for Population Health
Cheshire Medical Center/Dartmouth-
Hitchcock
580 Court Street, Keene NH, 03431
(O) 603-354-5435
(M) 603-848-7754
slafrance@cheshire-med.com

Chris Coates

County Administrator
Cheshire County Administration
12 Court St
Keene, NH 03431
603-352-8215
ccoates@co.cheshire.nh.us

Rebecca M. Aiken-Rostron

Objective To obtain a full time position and career while contributing to a growing company that challenges me daily while working as a team towards a common goal and allows me to interact with fellow colleagues and the public as well as provide exceptional service to all that I interact with.

Experience 2011 – Present NH Care Collaborative, Keene, NH
ServiceLink Resource Center of Sullivan County
same contracted position – fiscal agent changed

2008 – 2011 Southwestern Community Services Claremont, NH
ServiceLink Resource Center of Sullivan County

Veteran's Directed Care Advisor

Certified Information & Referral Specialist –Aging/Disabled – CIRS-A/D

SHIP Certified Medicare Coordinator (Sullivan & Cheshire County)

Certified Long Term Care Support Options Counselor

- Provide supported referrals, options counseling and information to the elderly & disabled to help them lead independent and healthy lives as well as to help them understand and navigate the NH DHHS system, Medicare system and other needed programs.
- Provide exceptional customer service to a diverse population of elderly, their family members, disabled and the underserved
- Provide Long Term Supported Services options counseling with a person-centered focus
- Provide support and limited case management to the Veteran's Directed Care program recipients
- Follow protocol for implementing the Veteran's Directed Care program recipients, including data tracking
- Create action plans through assessment and person centered planning for the Veteran's Directed Program recipient and their family/caregivers
- Conduct initial and yearly comprehensive functional assessments of the Veteran Directed Care program recipients
- Work with the fiscal management department (for the Veteran's Directed Care Program) to ensure that payment for services and employed staff are paid on time and within the current budget
- Provide education, support and grant fund management assistance to NH Family Caregiver Recipients
- Complete several program reports (Federal and State)
- Maintain our database of local resources
- Assess individual's long and short term needs to help identify resources to meet these needs
- Assist with filing for SS benefits and appeals (retirement, disability)
- Counsel and educate the elderly & disabled on all aspects of Medicare and other available health insurance options– (new to Medicare, fraud and abuse, enrolling, prescription drug plans, Medicare Advantage plans, Medicare Supplemental Ins. Info)
- SHIP, SMP and MIPPA knowledgeable
- Prepare Federal and State reports in a timely manner for various funding sources (ie: AoA)

- reports, ACL reports, SHIP reports, MIPPA reports, SMP reports)
- Enter all Medicare related fraud and abuse issues, concerns, education and outreach into SMART FACTS, SIRS, STARS and other reporting systems
- Educate, report and provide supported assistance to Medicare beneficiaries to get Medicare Savings Benefits
- Provide community outreach (ie: presentations, radio, TV, ads) to help educate the elderly and disabled on the programs we have available to them to help them lead healthy and independent lives

- Work with BEAS to keep our database of resources up to date

2006-2008 Valley Regional Hospital Claremont, NH

Mammography Coordinator

- Coordinate all functions of the mammography department
- Schedule all patients for diagnostic and routine screenings.
- Schedule all breast biopsies.
- Record all mammo and biopsy results into MRS system and mail result letters to all patients
- Manage mammo sched to maintain full daily schedules

2004-2006 Gill Home Ludlow, VT

Payroll and Accounts Payable

Social Services Director – Admissions & Discharge Coord.

- Processed payroll and all employee benefits.
- Filed quarterly tax, federal and state payroll forms
- Managed all employee HR files, name badges, time cards
- Set up new employees with health, dental insurance
- Managed yearly reviews and updated licenses for all licensed staff
- Rec'd and entered all invoices into GL system and paid invoices on time
- Recruited and coordinated all facility admissions
- Helped resident's and families adjust to being admitted to a nursing home
- Made sure that all proper home supports were in place before any resident was discharged (ie: home care providers, ramps, bathing adaptations, meals on wheels etc).
- Assisted family's complete all admission paperwork, financial eligibility
- Completed quarterly and yearly psychosocial and discharge planning care plans for residents
- Provided social service supports for residents and their families

2001-2004 Dartmouth Hitchcock Med Ctr Lebanon, NH

Insurance Referral Specialist/Clinical Secretary

- Obtained HMO ins referrals for all patient's specialty appts
- Scheduled all specialty appts ordered by PCP
- Scheduled patients for PCP appointments
- Collected office visit co-pays
- Entered and verified patient insurance and demographics

1999-2001 VNA of VT & NH White River Jct., VT

Payroll/HR/Workers Compensation

- Processed payroll for multi-state home care agency with several satellite offices
- Managed HR files for all employees
- Managed tickler system for all licensed staff to assure all licenses and ins coverage are up to date
- Prepared all agency over time and on call reports
- Managed all workers compensation reports/claims for agency and assigned staff to appropriate light duty

1989-1999 Sullivan County Nursing Home Unity, NH

Health Unit Coordinator

MDS Medicaid Reimbursement Data Entry

LNA

- Entered all federally mandated MDS assessments for Medicaid reimbursement into the computer system
- Managed patient medical record charts
- Ordered all supplies for the unit from dietary to general medical to specialty Medicare B supplies such as colostomy and feeding tube supplies.
- Recorded daily vitals (temperatures, pulse, respirations) into resident's medical records
- Maintained all resident's medical records – made sure all MD orders are signed in a timely manner (ie: telephone orders), lab tests posted, entered etc.
- Coordinated all the unit's activities
- Answered unit phone calls and directed appropriately
- Provided daily personal care (bathing, toileting, feeding, ambulating) to residents
- Monitored residents for any vital changes, behaviors etc

Certifications

State of NH DHHS, BEAS/CMS	SHIP/SMP Counselor- Medicare
Alliance of Information & Referral Systems	I & R Referral Specialist
Bureau of Elderly & Adult Services (NH)	Long Term Care Services Support (LTSS) Person Centered Options Counselor

Carlyn K. Lauer

Work Experience:

Options Counselor/Information and Referral Specialist
ServiceLink Resource Center of the Monadnock Region
February 2006 – Present

Property Manager

Keene Housing Authority
2000-2003

Assistant Director

Keene State College Bookstore
1997-2000

Assistance Director of Operations

L. P. Young Student Center
Keene State College
1988-1997

Education:

BA in Sociology – Keene State College 1995

Douglas Wood

Professional Objective: Clinical Case Manager

Experience:

NH Service Link

Options Counselor 10/2021-present

Veterans Readiness and Employment Program

Vocational Rehabilitation Counselor: 05/2017-10/2021

Provided guidance and counseling to veterans with service-connected disabilities.

Coordinated medical and educational services to veterans.

Provide budget advising and referral for housing assistance.

Completed necessary paperwork to meet federal guidelines.

Vermont Vocational Rehabilitation Services

Vocational Rehabilitation Counselor: 12/2012-05/2017

Provided guidance and counseling to individuals with disabilities.

Coordinated services with high schools and colleges to assist individuals with training and support.

Assessed and evaluated clients for their vocational skills and abilities.

Assisted clients in securing benefits and managing their budgets.

Utilized computer programs to complete necessary programs.

New Hampshire Vocational Rehabilitation

Rehabilitation Counselor II

Provided guidance and counseling to individuals with long-term mental illness, as well as learning disabilities.

Coordinated vocational services with community agencies, training institutions, and family members.

Provided support around supported employment services.

Completed necessary paperwork for state guidelines.

Utilized computer-based case management system.

West Central Behavioral Health

Case Manager: 04/1999-01/2003

Taught life skills to clients with long-term mental illness.

Assisted clients in accessing community resources.

Provided budget counseling and benefit management services.

Provided counseling and assistance around interpersonal effectiveness.

Education:

MA in Rehabilitation Counseling 2008

Assumption College

BA in Psychology

Plymouth State University

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References: Available upon request

Elyse Adams

Objective

I am interested in obtaining a challenging and fulfilling position in Human Service.

Abilities

- Microsoft Office
 - Word – Intermediate
 - Excel – Intermediate – including basic formulas and file matching
 - Publisher- Intermediate
 - Outlook- Intermediate
 - Access- Beginner
- Navigate & Refer 7- Data entry system
- New Heights- State of NH DHHS system

Employment History

Site Supervisor

Monadnock ServiceLink

3/2/2020 to Current Monadnock Collaborative

Keene, NH

- Perform in leadership capacity, to help promote the ServiceLink Program and motivate staff.
- Provide individual supervision to designated staff.
- Assist with staffing/scheduling. Assure adequate daily coverage.
- Identify issues, concerns and opportunities and report back to Program Director. Provide feedback/possible solution.
- Trouble shoot Refer 7 system and IT issues. Update Agency profiles in Refer 7 database.
- Provide/coordinate person-centered and timely first contact with consumers who contact program by phone, email or walk-in.
- Provide information and referrals by establishing contact with the consumer, assessing the individual's long and short term needs, identifying resources to meet those needs, providing a referral to identified resources, and, where appropriate, following up to ensure that a consumer's needs have been met;
- Provide/coordinate assistance to consumers in following through on application processes, including Social Security, APTD, Housing Assistance, LIS, QMBY/SLMBY, if other support with this work is not available;
- Work in collaboration with NH DHHS and community partners to keep database of resources up to date;
- Assure all client electronic records are maintained accurately by following Network standards for the use of Refer7;
- Assist with compiling data for reports as requested by ServiceLink Program Director;
- Appropriately coordinate consumer referral and follow up with specialized options counseling provided by members of ServiceLink team or appropriate community partners;
- Coordinate and provide community education sessions in conjunction with or at request of ServiceLink Program Director.
- Perform other duties as assigned by SLRC Program Director that will assist with Resource Center team functions.

Participant Directed Services Coordinator

Monadnock ServiceLink

11/2015 to 8/9/2021 Monadnock Collaborative

Keene, NH

- Provide consumers and community partners with information and assistance related to applying for NH VDC as well as other Veteran Benefits and Services
- Act as primary contact with VA Medical Centers that serve Veterans in the region
- Use person centered options counseling methods for consumers in addition to supported referral
- Follow protocol for implementing the VDC program, including tracking data
- Create action plans through assessment and person centered planning for veteran and his/her family
- Work with contracted fiscal intermediary to ensure that payment for services and staff employed are completed in a timely fashion.
- Work with team and community to maintain up to date information and contacts regarding veterans
- Work with service providers to raise awareness about NH VDC as well as other VA, state, and community services for Veterans
- Maintain SHIP and SMP certification to allow for one on one meetings with Medicare eligible individuals
- Provide one on one Medicare appointments
- Coordinate and supervise interns; to include schedule and training
- Coordinate the implementation of the NH Family Caregiver Support Program (NHFCSP)
- Track NHFCSP grant funds for three different sources, and about 50 caregivers
- Provide training on the Refer Data System for all staff
- Provide Long Term Care supports to include application assistance for the NH State Medicaid Waiver program
- Provide reporting assistance to Program Director for Federal and State reports

Program Assistant

03/2012-11/2015 Monadnock Collaborative Keene, NH

- Logistics- Organizing and arranging food and location for events
- Participating in meetings with community members
- Working with the Regional Network of Substance Misuse Leadership Team
- Entering data into database
- Making connections with people in the Monadnock Region
- Contacting partners, coalition members, community members, and service providers through direct contact, email, or phone calls
- Taking meeting minutes
- Organizing and copying material for distribution
- Organizing and creating media advertisements and press releases
- Filing all paperwork, data collections, and handouts
- Assist Regional Substance Misuse Coordinator with Strategic Planning process
- Maintenance of Facebook, Twitter, and web page
- Assisting in grant writing process
- Gather materials for grant reimbursement
- Budget invoicing
- Media development

NE Scheduler/ Logistics Coordinator

02/2016-4/2009 C&S Wholesale Grocers Keene, NH

- Scheduled appointments for 3rd party carriers into the various warehouses
- Appointed carriers into warehouses using on-line data entry in Retailixtraffic.com through phone calls and web (email) requests
- Maintained a record of all calls in Excel
- Received 60-120 calls per day with the heavier volume during the holidays or when covering for personnel out of the office

- Contacted and rescheduled carriers when a warehouse was too full by scheduling another appointment in a different warehouse or hired storage facility
- Created Purchase Orders for products going from one C&S warehouse to another C&S warehouse
- Created and maintained the transportation log for all purchase orders daily and week
- Assisted the Supervisor with the creation of reporting spreadsheets for the department Vice President

Educational History

Completion Date	Issuing Institution	Qualification	Course of Study
06/2004	Monadnock Regional High School	High School Diploma	General high school curriculum
04/2012	Axia University of Phoenix	Associates of Arts	Human Service Management
06/2013	NH Providers Association	Certificate	Grant Writing
10/2016	Axia University of Phoenix	Bachelors of Science	Psychology
10/2016	State of NH, DHHS, BEAS	SHIP and SMP Counselor Certification	Medicare
5/2017	Alliance of Information and Referral Systems	Certification	Referral Services
4/2021	Bureau of Elderly & Adult Services of New Hampshire	Certification	Person Centered Options Counselor

**Holly C.
Cadwallader, Ed.D.**

Dr. Holly C. Cadwallader

Skills

25+ years in various Human Services fields ~ Exceptional leadership ability, organizational skills and team oriented ~ Genuine, goal driven and kind

Experience

New Hampshire Care Collaborative ~ Monadnock ServiceLink / Person Centered Options Counselor - SHIP Certified (August 2021 to Present) Keene, NH

Brain Injury Association of New Hampshire / Independent Service Coordinator (September 2016 - October 2020) Concord, NH

Granite State Rural Water Association / Training and Events Coordinator (June 2012 - July 2015) Walpole, NH

Education

Temple University / Doctor of Education
2001 - Philadelphia, PA

Psychology of Human Movement (Psychosocial Interaction Through Sport)

Temple University / Master of Education
1990 - Philadelphia, PA

Psychology of Human Movement (Psychosocial Interaction Through Sport)

Kutztown University of Pennsylvania / Bachelor of Arts
1987 - Kutztown, PA

General Studies (International Studies and Music)

West Chester University of Pennsylvania/ Bachelor of Science
1984-1985 - West Chester, PA

Music Education & Therapy

Additional

Curriculum Vitae, References And Certifications Provided Upon Request.

Jennifer L. Seher



EDUCATION

- **University of New Hampshire, Durham, NH**
MSW, 2021
- **Tufts University, Medford, MA.**
BS, Geology & Environmental Studies, 1988

NON-PROFIT MANAGEMENT EXPERIENCE

New Hampshire Care Collaborative, Keene, NH, May 2001 to present
Director of Program Development

- As part of organizational leadership team, merged LLC and non-profit arms of company and rebranded Monadnock Collaborative to New Hampshire Care Collaborative (NHCC)
- Worked collaboratively with leadership team, IT and phone systems subcontractors, and website developer to launch new website, www.nhcare-c.org, and systematize process related to technology, phones, contract management and reporting
- Supervise Managers of multiple offices and programs and ensure successful management of all aspects of program work plans, data collection, budgets, and reporting
- Represent NH Care Collaborative and SeviceLink at statewide and national level
- Experienced and adaptable supervisor of managers, direct care staff, and interns
- Collaborative facilitator of work with partners, board members, and funders
- Effective manager of multi-stakeholder contracts with local, state, and federal partners
- Successfully developed and implemented program policy and protocol for each new phase development of the NH ServiceLink Aging and Disability Resource Center
- Successfully coordinated and wrote multi-stakeholder grant application including UNH and NH DHHS for and implementation of a three year, \$650,000 grant from Harry & Jeannette Weinberg Foundation to augment caregiver work in western NH
- Successfully completed extensive programmatic and financial readiness application with the Veterans Administration to implement new Community Care Veteran Directed Services program including provision of financial management services
- Advanced from Project Coordinator to Program Director of Monadnock ServiceLink in 2005; then to Program Director of multiple ServiceLink offices and other programs in 2011; then to Director of ServiceLink & Related Programs in 2013, then to Director of Program Development in 2022

National Parks and Conservation Association (NPCA), Washington DC, 1989 to 1993
Deputy Director of Grassroots Program

- Managed grassroots program for 300,000 member national non-profit organization
- Coordinated budgeting and administration of six regional offices and one chapter program.
- Built a three tier activist program and increased membership 80% in one and one half years.
- Managed the development of a congressionally mandated national trail plan.

- Facilitated and mediated community-based focus groups in National Park areas in the Rocky Mountains and the Pacific Northwest.
- Co-wrote Congressional reports; presented findings before Congress and at conferences.
- Advanced from Project Manager to Deputy Director in 1991

OTHER SOCIAL WORK EXPERIENCE

University of New Hampshire (UNH), Center on Aging and Community Living & Institute for Health Policy and Practice, Durham, NH, August 2020 to May 2021
(MSW Internship)

Monadnock Family Services (MFS), Keene, NH, August 2018 to May 2019
(MSW Internship)

Health Care and Rehabilitation Services, Springfield, VT, December 1996-April 2001
Therapeutic Case Manager

- Coordinated implementation of treatment plans for children and teens.
- Provided supportive counseling to foster and biological families.
- Coordinated with the Vermont Department of Mental Health on developing and managing Medicaid waivers and individualized service budgets.

OTHER SKILLS

Writer, Editor, Desktop Publishing, Experiential Education

RECENT CERTIFICATIONS/TRAINING

- Reframing Aging Facilitator, certification current
- Alliance of Information and Referral Systems (AIRS), *CRS A/D certification current*
- Centers for Medicare and Medicaid Services (CMS), *SHIP & SMP certification current*
- UNH Center on Aging and Community Living/BEAS, *Person Centered Options Counselor*
- CACTI, Critical Time Intervention (CTI), *CTI Coordinator, Supervisor, & Fidelity Reviewer*
- University of Denver, *Coleman Model Care Transitions Intervention Coach*
- Casey Family Services, *Children's Wrap Around Model Trained Facilitator*

HONORS

Citation from Governor of NH, John Lynch, 2005.
For dedication and work on behalf of NH citizens after floods in October 2005

RECENT VOLUNTEER ACTIVITIES

- Reframing Aging Facilitator
- Alliance for Healthy Aging (AHA), Steering Committee
- Tufts Momentum Fund NH Review Committee
- ServiceLink ADRC Association, Chair (2016-2018)

Kayla Wainio

EDUCATION

Bachelor's Degree in Behavioral Science (Psychology)
Mitchell College, 2017
The National Society of Leadership and Success (2015-2017)

WORK EXPERIENCE

ServiceLink, (Keene, NH)

Options Counselor, (January 2020 - Present)

- Providing one on one options counseling and assistance with accessing state and federal programs.
- Uses person centered practices and counseling skills to explore options, identify needs, and develop goals.
- Provides Medicare, Medicaid, and Long Term Care counseling to individuals and families in the community, office, or hospital as needed
- Assists individuals with application support and follow ups as needed.
- Provides information, referrals and assistance through telephone, walk-in or email intake as needed.
- Assists with NH Family Caregiver Support Program that helps assess the caregivers needs, provides respite, counseling, and information and referral.
- Acts as the care advisor for the Veterans Directed Care program with WRJ and Manchester VA.
- Uses person centered options counseling methods to do assessments, care plans, and budgets with Veterans referred to the VDC program.
- Maintains up to date information and contacts regarding Veterans and their family managed employees.

Southeast Community Partnership Program with Family Continuity, (Hyannis, MA)
Care Coordinator, (June 2018-December 2019)

- Connected identified members to community resources that support wellness, independence, and recovery.
- Assisted in the startup of BHCP, a new initiative from Masshealth for members with complex medical and behavioral health needs.
- Responsible for completing a comprehensive health assessment, developing person centered treatment plan, crisis plan, and acute care plans on members with complex co-occurring disorders.
- External collaboration with existing insurance providers, care team members (i.e. physicians, psychiatrists, behavioral health specialists), state agencies, and community providers. Internal collaboration with the registered nurses and clinical care manager.
- Supported members through inpatient admissions, care transitions, and discharge planning.

High Point Treatment Center, (Plymouth, MA)

CSS (Clinical Stabilization Services) Clinician; (December 2017-May 2018)

- Managed own rotating caseload of approximately 10 clients simultaneously along with their respective treatment plans including intake assessments, discharge planning, establishing aftercare services, and counseling sessions.
- Facilitated daily psychoeducational group to promote wellness and recovery.
- Helped patients with coping skills, mood stabilization, and relapse prevention skills.

High Point Treatment Center (Plymouth, MA)

ATS (Acute Treatment Services) Clinician; (July 2017-December 2017)

- Responsible for supervising caseload of clients during medical detox.
- Created discharge plans and aftercare appointments for relapse prevention.
- Handled insurance authorizations and ESM paperwork.
- Developed daily documentation notes and individualized treatment plans.
- Operated TEIR electronic health record system.

CERTIFICATIONS AND TRAINING:

- SHIP Certified
- SMP Certified
- AIRS Certified
- Assistive Technology Training provided by DHHS (3/12/2020)
- Narcan administration training.
- Internal CPI, HIPPA, and hoarding (OCD characteristics) training.

VOLUNTEER:

- Nathan Hale Arts Magnet Elementary School: Observed one on one in the classroom.
(Internship, 60 hours)
- Seven Hill Behavioral Health: Organized and presented stress management, meditation and women's groups.
(Internship, 40 hours)
- Sound Community Services: Substance abuse group therapy sessions (Internship, 100 hours).

Lila Pellerin



Employment History

Bookkeeper / Billing Specialist 2021 - present

New Hampshire Care Collaborative

- Bookkeeping for non-profit
- Working with auditors for annual report filings

Remote Bookkeeper 2020 - 2021

Beth Blaney & Associates

- Bookkeeping for several small businesses in NH, NY, and MA
- Fully remote support for multiple clients
- Working with CPAs and Tax Prep specialists to keep books current and ready for tax season

Inventory Manager / Sales Associate 2019 - 2020

BravoBra Boutique

- Inventory management including receiving, returns & reconciling year-end physical inventory for a women's boutique
- Retail sales and customer service
- Customer order fulfillment & shipping

Inventory Manager / Sales Associate 2015 - 2019

JOY

- Inventory management for a women's boutique
- Maintaining & upgrading point-of-sale system
- Retail sales and customer service
- Customer order fulfillment & shipping

Office Administrator & Bookkeeper 2012-2014

Manchester Capital Management

www.mcmlc.com

- Administration & Bookkeeping (Peachtree) for a wealth management office including AR/AP & expense reports
- Packaging & shipping of confidential documents, daily office mail & marketing materials
- Graphic design for in-house and public marketing efforts

Operations Manager 2011-2012

Walpole Creamery

- Administrator of office and production staff for an ice cream producer/wholesaler/retailer
- Full-charge Bookkeeping (Quickbooks) including AR/AP, invoicing, credit card payment processing, bank deposits, account reconciliations
- Quarterly & year-end financial reporting

Web & Graphic Designer 2010-2011

Sonnax, Inc.

www.sonnax.com

- Web and print-based marketing design for international manufacturing company producing highly specialized automotive transmission parts and tools
- Working with in-house product line managers to design marketing around product-specific market lines
- Working with vendors to coordinate deadlines and maintain corporate quality standards in all marketing pieces

Office Manager / Bookkeeper / Graphic Design 2005-2010

Socius Architects

- Full-charge Bookkeeping (Quickbooks) including AR/AP, invoicing, bank deposits & account reconciliations
- Quarterly & year-end financial reporting
- Web & Graphic design, photo editing for in-house marketing and various clients using InDesign, Illustrator and Photoshop

Web Designer & Database Administrator 1998-2005

Oak Meadow School

www.oakmeadow.com

- Website design and programming for international online school and homeschooling curriculum provider
- Database Administration and integration of multiple software applications

- SQL Server and MS-based network maintenance
- Implementation of online curriculum, chat room and AbleCommerce storefront
- Integration of technologies with company-wide accounting system

Graphic Designer & Customer Service 1995-1998

EOS Travel

- Brochure layout and writing for educational travel tours through the National Wildlife Federation and Explorer's Club
- MS Access Database Administration
- Phone reception/passenger booking

Administrative Assistant 1994-1995

Lyon Travel

Computer Skills

Windows PC and Mac proficient

QuickBooks Pro, Sage 50, Peachtree

Microsoft Office: Excel, Word, Outlook, PowerPoint, Publisher, Access

Adobe CS6 Design Suite: Illustrator, InDesign, Photoshop

ColdFusion, SQL, Dreamweaver

Community Involvement

Vice President- Parent Teacher Organization 2014-2017

Manchester Elementary Middle School (MEMS)

Advisory Board 2014-2017

Northshire Young Professionals

Vice President- Board of Directors 2008-2010

Cheshire Children's Museum

Education

Microsoft MCSE training, 1998

High School Diploma, 1994

MADELINE ULLRICH

PROFILE:

- * Excellent organization and administrative skills
- * Detail oriented, but able to see the bigger picture.
- * Self-starter, independent worker, team player
- * Proficient in short and long term goal planning
- * Strong program development skills

WORK HISTORY:

06/21 - Present: INTERIM EXECUTIVE DIRECTOR, MONADNOCK COLLABORATIVE
Monadnock Collaborative, Keene, NH 03431

- Assumes all planning and day-to-day activities of a non-profit health and social services agency in two NH locations.
- Works with CFO to administer fiscal management and budget.
- Develops and strengthens community relations
- Guides Board of Directors through strategic planning process to establish organizational goals and objectives.
- Directly and indirectly supervises a staff of 27.
- Oversees and remains current on all required law and compliance pertaining to human resources and clients.

03/18 - 06/21: PROGRAM MANAGER, PILOT HEALTH
Monadnock Collaborative, Keene, NH 03431

Job Summary: Create a supportive environment, oversee daily program operations, monitor for maximum quality assurance and maintain state reporting requirements. Community outreach on a local and state level. Assign, monitor and supervise 9 Care Coordinators w/case load assignments that average 38 participants per CC. Develop program policies and training protocol. Monitor proposed legislation, regulations, or rule changes to determine how agency services could be impacted.

01/09 to 03/18: CARE MANAGER,
Crotched Mountain Community Care, Portsmouth, NH 03047

Job Summary: As a care manager, I coordinate support services for, the elderly and those with chronic health problems so that they can remain living independently in their own home. I provide on-going assessment for level of care and safety, develop a personalized plan of care and contract with vendors to provide in-home supports. I also navigate the Medicaid/Medicare system, write mini grants, and maintain on-going communication between client, family, and supports.

11/07 - 12/08: DIRECTOR, MONADNOCK FAMILY RESOURCE CENTER
Monadnock Family Services, 310 Marlboro Street, Keene, NH 03431 (603) 357-4400

Job Summary: The Resource Center was a collaboration of five prevention programs at Monadnock Family Services. My responsibilities included supervising program coordinators and staff, writing/administering grants/state contracts, marketing, community outreach and collaboration on both the local and state level, and managed a budget of approximately \$450,000.

02/03 - 10/07: SUPERVISOR, COMMUNITY SUPPORT FOR FAMILIES
Monadnock Family Services, 310 Marlboro Street, Keene, NH 03431 (603) 357-4400

Job Summary: As the Supervisor I was responsible for overall program development, grant monitoring, promotion and community relations. I hired and assigned staff who provided services within the Family Support , BabyTime and FamilyTime programs.

1/92 - 12/08: FOUNDER
All-R-Kids Supervised Visitation Center, 24 Vernon Street, Keene, NH 03431

Job Summary: Recognizing a need in the community, I designed and developed the ARK center. It was the first center in the State of NH and one of the first in the country. This project started out as a volunteer effort on my part and encompassed all areas of non-profit management. The center provided a safe and confidential space for families during parent/child supervised visits or exchanges in cases of domestic violence, child abuse and neglect. The center when I left in 2008 was fully staffed and had a budget of approximately \$100,000.

EDUCATION:

Keene State College, Keene, NH (1977 - 1981) Bachelor of Science in Education
Keene State College: Certification in Non-Profit Management (11/93)

COMMUNITY INVOLVEMENT:

Westmoreland School Board
Monadnock Area Artisan Association Workshop Committee (2012 - Present)
Keene Art Walk Program Coordinator (2015 - Present)


AWARDS:

Special recognition from the Division for Children, Youth, and Families
Rotary Club Community Service Certificate
Foster Parent Association Recognition Award

REFERENCES AVAILABLE UPON REQUEST

Resume

Richard J. Skeels



Experience

July, 2015 - Present

Finance Director (Contracted) - Monadnock Collaborative, Keene, NH

Provide financial management, budgeting work, audit preparation, Federal and State filings, and supervision of bookkeeping function.

May, 1996 - Dec., 2014

CFO - Home Healthcare, Hospice & Community Services, Keene, NH

Provided primary financial leadership for management, staff, and Board of Directors of a large non-profit organization in Southwestern New Hampshire. Provided audit coordination and responses, state contract compliance, Medicare reporting, accounts receivables management and budgeting work for managers and agency leadership. Supervised accounting, payroll, payables, state billing staff, accounts receivable staff, and Information System

Sept., 1983 - May, 1996

CFO - Healthcare and Rehabilitation Services of Southeastern Vermont, Bellows Falls, VT

Responsible for all financial management functions of a community mental health center. Budgeting, accounting, information systems, financial reporting, receivables management, and coordination with State contracting staff were primary activities.

1980 - 1983

Budget Analyst - Raytheon Company, Sudbury, Mass.

Responsible for monitoring and reporting activity related to various contracts within the computer section of the Equipment Development Lab. Also provided budget and other administrative support to the Marketing Department.

1977 - 1980 Contract Officer - Dept. of Mental Health, Central Mass. Region, Shrewsbury, Mass.

1975 - 1977 Alternative School Education Coordinator, Milford Assistance Program, Milford, Mass

Education:

MBA Boston College, 1983, BA Clark University, 1971

Emily Dziura

Work Experience

Child Care Assistant

Cedarcrest Center For Children With Disabilities - Keene, NH
September 2021 to Present

- Prepare beds for residents
- Working closely with licensed nursing assistants
- Cleaning resident's toys and play area
- Supervising and playing with children
- Ensuring the safety of the children while they are playing with one another
- Assisting with recreational activities

Delivery Driver

Doordash - Keene, NH
August 2019 to Present

Essential Worker

- Pick up orders and deliver them within a set time frame
- Ensuring that customer received everything that they paid for
- Reviewing orders before and after delivery to ensure that orders are complete, the charges are correct, and the customer is satisfied

Equestrian Worker

The Inn at East Hill Farm - Troy, NH
March 2021 to September 2021

- Leading 30-minute basic horseback riding lessons to children ages 5 and up
- Leading pony rides for children ages 1-5
- Going over basic riding knowledge so that guests are fully prepared for their ride
- Guiding 45-minute trail rides
- Ensuring the safety of all riders
- Making sure that horses are fed, groomed, and tacked on a strict schedule
- Farm chores
- Cleaning stalls, cleaning barns, feeding all animals
- Starting and ending lessons and trail rides in a timely fashion to maintain a strict schedule

Key Holder

Salon Centric - Keene, NH
November 2018 to August 2019

Greeting every customer that I encountered

- Going above and beyond to make sure that the customers are satisfied with their products
- Helping customers find the product in which they are looking for

- Introducing new products to customers
- Learning about the hairdressing industry

Sales and Trainer

Title Boxing Club - Concord, NH

April 2016 to June 2019

Advertising and representing the company

- Selling retail and club memberships
- Cleaning and making sure that the facility is visually appealing
- Partaking in coordinating events to advertise the company
- Greeting members with a smile every time they walk through the door
- Contacting potential members to attract them to joining the facility
- Leading group boxing classes
- Motivating members and potential members to pursue a healthier lifestyle
- Inventory
- Creating an aesthetically pleasing retail display

Cashier

Hannafords supermarket - Concord, NH

April 2015 to October 2016

Greeting every customer that I encountered

- Making sure customers found exactly what they came in for and are satisfied
- Bagging customers' purchases
- Leaving an excellent last impression on customers
- Helping customers find the product in which they are looking for

Education

Bachelor's in Sociology

Keene State College - Keene, NH

August 2017 to Present

Bachelor's in American Studies

Keene State College - Keene, NH

August 2017 to Present

High School Diploma

Merrimack Valley High School - Penacook, NH

August 2013 to June 2017

Skills

- Childcare
- Organizational Skills
- Microsoft Word
- Microsoft Excel

- Customer service
- Photography
- Horseback riding
- Farming
- Animal Care
- Social Media Management
- Sales
- Computer Skills
- Research
- Developmental Disabilities Experience
- Time management
- Google Suite
- Communication Skills
- Microsoft Powerpoint
- Event Planning

Kyle Mikels

finished college to be a substance abuse counselor and learning a lot of information.

#readytowork

Willing to relocate: Anywhere

Authorized to work in the US for any employer

Work Experience

Correctional Officer

Cheshire County Department of Corrections - Keene, NH
November 2020 to Present

care custody control over inmate population

staff

GAAMHA INC. - Gardner, MA
December 2019 to Present

help assist with adults with disabilities

Personal Care Assistant

Tempus Unlimited - Stoughton, MA
July 2015 to Present

I take care of a non functioning child with autism. I clean and take care of his daily needs including driving to doctors appoints distributing medicines laundry. Health care such as cutting nails bathing feeding changing diapers.

Cook

Zoe's Pizza & Seafood - Winchendon, MA
March 2018 to July 2019

Education

Associate in substance abuse counselor / human services

Mount Wachusett Community College - Gardner, MA
September 2019 to Present

High school or equivalent in diploma

Murdock Middle/High - Winchendon, MA
January 2001 to June 2005

Skills

- Documentation
- Management
- Case Management
- Organizational Skills
- Microsoft Excel
- Crisis Intervention
- Autism Experience
- Social Work
- Addiction Counseling
- Individual / Group Counseling
- Developmental Disabilities Experience
- Customer Service (3 years)
- Sales Experience
- Customer Relations
- Sales
- Retail Sales
- Motivational Interviewing
- Warehouse Experience (4 years)
- Group Therapy
- Medication Administration
- Conflict Management
- Crisis Management
- Leadership
- Heavy lifting
- Power tools
- Store management
- Groundskeeping

Certifications and Licenses

Food Handler

First Aid Certification

First Aid Certification

CPR Certification

Forklift Certification

Assessments

Cooking Skills: Basic Food Preparation — Familiar

August 2020

Preparing food, using cooking equipment, and converting ingredient measurements.

Full results: Familiar

Work Style: Reliability — Expert

July 2020

Tendency to be dependable and come to work

Full results: Expert

Work Motivation — Expert

July 2020

Level of motivation and discipline applied toward work

Full results: Expert

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

ROBERT CHARTIER

Public Health Professional



My name is Robert Chartier and thank you for taking the time to read my resume. I graduated from the University of Vermont with a focus on Biology and Ancient History. From there I worked and completed my Master's Degree from Southern New Hampshire University where I studied Public Health. My final capstone was about combating substance abuse in rural counties in New Hampshire. I focused on what services were present, what services were duplicated as well as what techniques we could better utilize to treat the population. My career goals and aspirations are to utilize my skills and education to better my community. Once again thank you for taking the time to view my summary and application.

Authorized to work in the US for any employer



WORK EXPERIENCE

Options Counselor: Long Term Care Supports and Services

ServiceLink - Claremont, NH
March 2019 to Present

My current role is to assist individuals by connecting them with local resources within the community. This includes helping them apply for state Medicaid, providing education on state programs such as food stamps and other Medicaid waiver programs. I also help people connect with local organizations to seek the help they may need. Examples of this would be connecting individuals with the local housing authority for housing assistance. Additionally, my main role is to utilize person centered options counseling to let the client guide what services they are looking for. Furthermore, I am SHIP certified and can discuss Medicare options with individuals. In addition to being SHIP certified I also have AIRS certification as well as SMP certification.

CERTIFIED PHARMACY TECHNICIAN

DARTMOUTH HITCHCOCK MEDICAL CENTER INPATIENT PHARMACY
2013 to March 2019

My role as a pharmacy technician in the inpatient setting consists of many tasks which include: compounding medications, technical support on medication dispensing machines, thorough knowledge and operation of the Dartmouth Hitchcock electronic medical records system, and working with nursing as well as other health care members to provide optimal patient care. Over the past four years I have been a part of several process improvement projects which included: technician satisfaction improvement, workflow improvement for artless units, and most recently working with technicians, nursing and pharmacists to provide education and feedback about implementing a system to prevent IV medications from being used past their expiration date. Furthermore, I am currently apart of our rapid process improvement team which helps to solve department and hospital problems within a short time frame.

LAB TECHNICIAN

UNIVERSITY OF VERMONT
2011 to 2013

During my duration as a lab technician, I was responsible for cleaning and maintaining the lab and keeping up with biohazardous waste removal. Also, I participated in several research projects as well as creating an individual research

project analyzing the effect of nicotine on the size of the "decision making" part of the mice brain. This study consisted of analyzing cross-sections of mice brains and determining if nicotine influenced the number of neural connections. Then I followed up the study with a statistical analysis to determine the strength and validity of my research data.



EDUCATION

Master's in Public Health

Southern New Hampshire University
2016 to May 2019

BACHELOR OF ARTS

University of Vermont



SKILLS

- DATA ANALYSIS (5 years)
- SCHEDULING (1 year)
- CUSTOMER SERVICE (6 years)
- TIME MANAGEMENT (8 years)
- OPERATIONS (5 years)
- Computer Hardware (4 years)
- Process Improvement (4 years)
- Project Development (4 years)
- Pharmacy Tech
- PTCB
- Mckesson
- Microsoft Word
- Microsoft Office
- Data Entry
- compounding
- inventory
- Typing
- Pharmacy
- Outlook
- Word
- Organizational Skills
- Case Management
- Microsoft Excel
- Customer Service Skills
- Documentation
- Filing
- Excel
- Data Entry (4 years)
- Microsoft Office (7 years)

- Excel (7 years)



AWARDS

Phillip R. Morin Jr Award

This is an award that is given out to the member of our service fraternity that has an extreme dedication to philanthropy and community service. I was the VP of philanthropy for our organization and was voted by the entire organization to be the first recipient of this award for my dedication to community advocacy and promotion of community service.



CERTIFICATIONS AND LICENSES

Certified Pharmacy Technician (CPHT)

I became Certified Pharmacy Technician in order to increase my scope of practice within the Inpatient Pharmacy at Dartmouth Hitchcock Medical Center.

SHIP Certified

April 2019 to Present

I am SHIP certified which allows me to counsel individuals on Medicare options. This includes counseling individuals on all parts of Medicare as well as looking at supplemental plans and enrollment periods.

Driver's License

AIRS Certification

September 2019 to Present

SMP Certification

August 2019



ADDITIONAL INFORMATION

SKILLS

- Well versed in Microsoft applications such as word, excel and PowerPoint
- Extensive training in phone operations/customer service which includes talking with patients, nursing and providers.
- Excellent time management skills due to job nature
- Training with proprietary software for automated dispensing machines

- Works well with others or individually
- Capable of completing projects or tasks with a group or individually
- Diverse background in many fields including project creation, project execution and data analysis
- Quick to learn new skills and great knowledge retention

- Flexible with scheduling and capable of working day, evening or overnight shifts
- Extensive experience with six sigma process improvement.
- Experience using DMAIC (define, measure, analyze, interpret and control) process to streamline department improvements.
- Yellow belt certification through Dartmouth Hitchcock Medical Center for DMAIC process.
- I am also educated on state Medicaid programs as well as the eligibility requirements for Medicaid.
- I have education with all parts of Medicare as well as enrollment periods.

NH Care Collaborative

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Jennifer Seher	Director of Program Development	\$27,500.00 annual (50%)
Elyse Adams	Site Supervisor, Monadnock ServiceLink	\$36,855.00 annual (90%)
Rob Chartier	Site Supervisor, Sullivan County ServiceLink	\$37,732.00 annual (90%)
Kayla Wainio	Options Counselor/Caregiver Specialist/Veteran Directed Care Case Manager	\$18,038.00 annual (50%)
Holly	Options Counselor/Care Transitions Specialist	\$32,468.00 annual (90%)
Doug Wood	Options Counselor/Caregiver Specialist	\$37,050.00 annual (100%)
Kyle Mikels	Options Counselor	\$34,125.00 annual (100%)
Emily Dziura	Options Counselor	\$34,125.00 annual (100%)
Rebecca Rostron	Medicare Coordinator/Medicare Training Team Member/Veteran Directed Care Case Manager	\$19,013.00 annual (50%)
Kim Lauer	Medicare Training Team Member Per Diem	\$5,460.00 annual (100% of \$21/hour for 5 hours per week average)
Bev Packard	Caregiver Specialist and Care Transitions Coordinator Per Diem	\$2,730.00 annual (50% of \$21 per hour for 5 hours a week average)
Madeline Ullrich	Executive Director	0
Richard Skeels	Chief Financial Officer	0
Lila Pellerin	Billing and IT Specialist	\$13,520.00 annual via admin.
Audrey Kutler	Veteran Directed Care Program Manager	0

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A
MMA

Lori A. Shibllette
Commissioner

Deborah D. Scheetz
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 31, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24, Governor Sununu has authorized the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into **Retroactive** amendments to existing contracts with the Contractors listed below for Aging and Disability Resource Center ServiceLink services in ten (10) geographic areas of the state to provide funds to purchase COVID-19 protective supplies by increasing the total price limitation by \$48,374.00 from \$6,443,554.02 to \$6,491,928.02 with no change to the contract completion dates of June 30, 2022, effective retroactive to July 1, 2020. 57% Federal Funds. 43% General Funds.

The original contracts were approved by Governor and Council on May 20, 2020, Item #18.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	177278	Rockingham and Strafford County	\$1,878,961.60	\$14,515.00	\$1,893,476.60
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Merrimack County	\$655,231.64	\$5,322.00	\$660,553.64
Easter Seals New Hampshire, Inc.	177204	Hillsborough County excluding Antrim, Bennington, Frankestown.	\$821,625.24	\$13,068.00	\$834,693.24

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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		Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County			
Grafton County Senior Citizens Council, Inc.	177675	Grafton County	\$645,745.58	\$3,385.00	\$649,130.58
Partnership for Public Health	165635	Belknap and Carroll County	\$879,649.94	\$5,318.00	\$884,967.94
Monadnock Collaborative	159303	Cheshire County, Sullivan County, and Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$1,185,966.42	\$5,318.00	\$1,191,284.42
Tri-County Community Action Program	177195	Coos County	\$376,373.60	\$1,448.00	\$377,821.60
		Total:	\$6,443,554.02	\$48,374.00	\$6,491,928.02

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

See attached fiscal details

EXPLANATION

These amendments are **Retroactive** because the Contractors incurred expenses related to delivering services during the COVID-19 State of Emergency that were not anticipated when the current contracts were submitted for approval.

The purpose of these amendments is to provide additional funding for ServiceLink Aging and Disability Resource Center services, State Health Insurance Assistance Program Trainer services, and Medicaid Eligibility Coordinator services. Contractors will purchase COVID-19

His Excellency, Governor Christopher T. Sununu
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protective supplies such as portable free standing sneeze guards, wall mounted hand sanitizers, face masks, and face shields in order to provide services safely during the current COVID-19 State of Emergency.

ServiceLink Resource Centers are a statewide network of community-based resources for older individuals and adults living with disabilities and their families. The ServiceLink Resource Centers are available to anyone who needs assistance, guidance, help finding services, or support to live independently. ServiceLink partners will promote the independence and well-being of the people they serve at locally based offices and many satellites throughout New Hampshire.

Area served: Statewide.

Source of Funds: CFDA #93.667 FAIN2001NHSOSR, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.052 FAIN2001NHOAFC-02, CFDA# 93.77 MEDICAID, CFDA #93.324 FAIN90SA0003-02-03, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.071 FAIN2001NHMISH-00, and CFDA #93.791, FAIN 1LICMS300148-01-10.

Respectfully submitted,



Lori A. Shibinette
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
SFY21-22

05-95-48-181010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS.
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$257,930.64	\$1,320.00	\$259,250.64
545-500387	I & R Contracts	2021	\$15,685.18	\$0.00	\$15,685.18
570-500928	Family Caregiver	2021	\$54,000.00	\$0.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$257,930.64	\$0.00	\$257,930.64
545-500387	I & R Contracts	2022	\$15,685.18	\$0.00	\$15,685.18
570-500928	Family Caregiver	2022	\$54,000.00	\$0.00	\$54,000.00
		Subtotal	\$655,231.64	\$1,320.00	\$656,551.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$182,367.93	\$960.00	\$183,327.93
545-500387	I & R Contracts	2021	\$11,009.79	\$0.00	\$11,009.79
570-500928	Family Caregiver	2021	\$27,000.00	\$0.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$182,367.93	\$0.00	\$182,367.93
545-500387	I & R Contracts	2022	\$11,009.79	\$0.00	\$11,009.79
570-500928	Family Caregiver	2022	\$27,000.00	\$0.00	\$27,000.00
		Subtotal	\$440,755.44	\$960.00	\$441,715.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$450,539.75	\$2,640.00	\$453,179.75
545-500387	I & R Contracts	2021	\$26,393.33	\$0.00	\$26,393.33
570-500928	Family Caregiver	2021	\$67,000.00	\$0.00	\$67,000.00
102-500734	Contracts for Program Services	2022	\$450,539.75	\$0.00	\$450,539.75
545-500387	I & R Contracts	2022	\$26,393.33	\$0.00	\$26,393.33
570-500928	Family Caregiver	2022	\$67,000.00	\$0.00	\$67,000.00
		Subtotal	\$1,087,866.16	\$2,640.00	\$1,090,506.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$340,599.58	\$3,240.00	\$343,839.58
545-500387	I & R Contracts	2021	\$16,213.04	\$0.00	\$16,213.04
570-500928	Family Caregiver	2021	\$54,000.00	\$0.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$340,599.58	\$0.00	\$340,599.58
545-500387	I & R Contracts	2022	\$16,213.04	\$0.00	\$16,213.04
570-500928	Family Caregiver	2022	\$54,000.00	\$0.00	\$54,000.00
		Subtotal	\$821,625.24	\$3,240.00	\$824,865.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$264,726.97	\$840.00	\$265,566.97
545-500387	I & R Contracts	2021	\$17,645.82	\$0.00	\$17,645.82
570-500928	Family Caregiver	2021	\$40,500.00	\$0.00	\$40,500.00
102-500734	Contracts for Program Services	2022	\$264,726.97	\$0.00	\$264,726.97
545-500387	I & R Contracts	2022	\$17,645.82	\$0.00	\$17,645.82
570-500928	Family Caregiver	2022	\$40,500.00	\$0.00	\$40,500.00
		Subtotal	\$645,745.58	\$840.00	\$646,585.58

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$337,107.04	\$1,320.00	\$338,427.04
545-500387	I & R Contracts	2021	\$21,717.93	\$0.00	\$21,717.93
570-500928	Family Caregiver	2021	\$81,000.00	\$0.00	\$81,000.00
102-500734	Contracts for Program Services	2022	\$337,107.04	\$0.00	\$337,107.04

545-500387	I & R Contracts	2022	\$21,717.93	\$0.00	\$21,717.93
570-500928	Family Caregiver	2022	\$81,000.00	\$0.00	\$81,000.00
		Subtotal	\$879,649.94	\$1,320.00	\$880,969.94

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$468,735.81	\$1,320.00	\$470,055.81
545-500387	I & R Contracts	2021	\$31,747.40	\$0.00	\$31,747.40
570-500928	Family Caregiver	2021	\$67,500.00	\$0.00	\$67,500.00
102-500734	Contracts for Program Services	2022	\$468,735.81	\$0.00	\$468,735.81
545-500387	I & R Contracts	2022	\$31,747.40	\$0.00	\$31,747.40
570-500928	Family Caregiver	2022	\$67,500.00	\$0.00	\$67,500.00
		Subtotal	\$1,135,966.42	\$1,320.00	\$1,137,286.42

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$150,780.29	\$360.00	\$151,140.29
545-500387	I & R Contracts	2021	\$10,406.51	\$0.00	\$10,406.51
570-500928	Family Caregiver	2021	\$27,000.00	\$0.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$150,780.29	\$0.00	\$150,780.29
545-500387	I & R Contracts	2022	\$10,406.51	\$0.00	\$10,406.51
570-500928	Family Caregiver	2022	\$27,000.00	\$0.00	\$27,000.00
		Subtotal	\$376,373.60	\$360.00	\$376,733.60

Total 9565	\$6,043,214.02	\$12,000.00	\$6,055,214.02
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05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT- (100% Federal Funds - SHIP Trainer - 3 Sources)

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$25,000.00	\$0.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$25,000.00	\$0.00	\$25,000.00
		Subtotal	\$50,000.00	\$0.00	\$50,000.00

Total 3317	\$50,000.00	\$0.00	\$50,000.00
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05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON (100% Federal Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$87,585.00	\$0.00	\$87,585.00

Total 8920	\$87,585.00	\$0.00	\$87,585.00
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05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES. (50% Federal Funds, 50% General Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$175,170.00	\$0.00	\$175,170.00
		Subtotal	\$262,755.00	\$0.00	\$262,755.00

Total 2164	\$262,755.00	\$0.00	\$262,755.00
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05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICES GRANTS
(100% Federal Funds - SIIP Admin)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$4,002.00	\$4,002.00
		Subtotal	\$0.00	\$4,002.00	\$4,002.00

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$2,909.00	\$2,909.00
		Subtotal	\$0.00	\$2,909.00	\$2,909.00

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$8,006.00	\$8,006.00
		Subtotal	\$0.00	\$8,006.00	\$8,006.00

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$9,828.00	\$9,828.00
		Subtotal	\$0.00	\$9,828.00	\$9,828.00

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$2,545.00	\$2,545.00
		Subtotal	\$0.00	\$2,545.00	\$2,545.00

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$3,998.00	\$3,998.00
		Subtotal	\$0.00	\$3,998.00	\$3,998.00

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$3,998.00	\$3,998.00
		Subtotal	\$0.00	\$3,998.00	\$3,998.00

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$1,088.00	\$1,088.00
		Subtotal	\$0.00	\$1,088.00	\$1,088.00

Total 8925			\$0.00	\$36,374.00	\$36,374.00
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Summary by Vendor by Year (OPTIONAL SERVICES SEPARATE)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$327,615.82	\$5,322.00	\$332,937.82
	2022	\$327,615.82	\$0.00	\$327,615.82
	Subtotal	\$655,231.64	\$5,322.00	\$660,553.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$220,377.72	\$3,869.00	\$224,246.72
	2022	\$220,377.72	\$0.00	\$220,377.72
	Subtotal	\$440,755.44	\$3,869.00	\$444,624.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$543,933.08	\$10,646.00	\$554,579.08
	2022	\$543,933.08	\$0.00	\$543,933.08
	Subtotal	\$1,087,866.16	\$10,646.00	\$1,098,512.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$410,812.62	\$13,068.00	\$423,880.62
	2022	\$410,812.62	\$0.00	\$410,812.62
	Subtotal	\$821,625.24	\$13,068.00	\$834,693.24

Crafton County Senior Citizens Council, Inc. (Vendor # 177675)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$322,872.79	\$3,385.00	\$326,257.79
	2022	\$322,872.79	\$0.00	\$322,872.79
	Subtotal	\$645,745.58	\$3,385.00	\$649,130.58

Lakes Region Partnership for Public Health (Vendor # 165635)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$439,824.97	\$5,318.00	\$445,142.97
	2022	\$439,824.97	\$0.00	\$439,824.97
	Subtotal	\$879,649.94	\$5,318.00	\$884,967.94

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$567,983.21	\$5,318.00	\$573,301.21
	2022	\$567,983.21	\$0.00	\$567,983.21
	Subtotal	\$1,135,966.42	\$5,318.00	\$1,141,284.42

Tri County Community Action Program, Inc. (Vendor # 177195)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$188,186.80	\$1,448.00	\$189,634.80
	2022	\$188,186.80	\$0.00	\$188,186.80
	Subtotal	\$376,373.60	\$1,448.00	\$377,821.60

Monadnock Collaborative (Vendor # 159303) OTHER SERVICES

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$25,000.00	\$0.00	\$25,000.00
	2022	\$25,000.00	\$0.00	\$25,000.00
	Subtotal	\$50,000.00	\$0.00	\$50,000.00

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278) OTHER SERVICES

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$175,170.00	\$0.00	\$175,170.00
	2022	\$175,170.00	\$0.00	\$175,170.00
	Subtotal	\$350,340.00	\$0.00	\$350,340.00

Grand Total SFY21	2021	\$3,221,777.01	\$48,374.00	\$3,270,151.01
Grand Total SFY22	2022	\$3,221,777.01	\$0.00	\$3,221,777.01
Total Contract		\$6,443,554.02	\$48,374.00	\$6,491,928.02

ACCOUNTING UNIT SUMMARY

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SYS.
 IHHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$2,452,788.01	\$12,000.00	\$2,464,788.01
545-500387	I & R Contracts	2021	\$150,819.00	\$0.00	\$150,819.00
570-500928	Family Caregiver	2021	\$418,000.00	\$0.00	\$418,000.00
102-500734	Contracts for Program Services	2022	\$2,452,788.01	\$0.00	\$2,452,788.01
545-500387	I & R Contracts	2022	\$150,819.00	\$0.00	\$150,819.00
570-500928	Family Caregiver	2022	\$418,000.00	\$0.00	\$418,000.00
		Subtotal	\$6,043,214.02	\$12,000.00	\$6,055,214.02

05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT- (100% Federal Funds - SHIP Trainer - J Sources)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$25,000.00	\$0.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$25,000.00	\$0.00	\$25,000.00
		Subtotal	\$50,000.00	\$0.00	\$50,000.00

05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON (50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$87,585.00	\$0.00	\$87,585.00

05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, (50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$175,170.00	\$0.00	\$175,170.00
		Subtotal	\$262,755.00	\$0.00	\$262,755.00

05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICES GRANTS (100% Federal Funds - SHIP Admin)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$36,374.00	\$36,374.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$36,374.00	\$36,374.00

Grand Total SFY21	2021	\$3,221,777.01	\$48,374.00	\$3,270,151.01
Grand Total SFY22	2022	\$3,221,777.01	\$0.00	\$3,221,777.01
Total Contract		\$6,443,554.02	\$48,374.00	\$6,491,928.02



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
ServiceLink Aging and Disability Resource Center Services Contract**

This 1st Amendment to the ServiceLink Aging and Disability Resource Center Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Monadnock Collaborative, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 105 Castle St. Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 20, 2020, (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,191,284.42.
2. Modify Exhibit C-1 Budget by replacing in its entirety with Exhibit C-1 Amendment #1 Budget, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be retroactively effective to July 1, 2020, subject to the Governor's approval issued under Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24..

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

State of New Hampshire
Department of Health and Human Services

1/19/2021

Date

DocuSigned by:

Deborah D. Scheetz

Name: Deborah D. Scheetz

Title: Director Divisions of Long Term Supports and Services

Monadnock Collaborative

1/13/2021

Date

DocuSigned by:

Maryanne Ferguson

Name: Maryanne Ferguson

Title: Executive Director

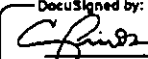


**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

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

OFFICE OF THE ATTORNEY GENERAL

1/30/2021
Date

DocuSigned by:

Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment received Governor approval issued under Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24.

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-1 Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Menadnock Collaborative

Budget Request for: ServiceLink Aging and Disability Resource Center Services

Budget Period: 7-1-2020 to 6-30-2021

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	\$ 400,809.50	\$ 36,724.80	\$ 400,809.50	\$ 50,849.80	\$ 2,849.08	\$ 53,498.88	\$ 350,018.76	\$ 37,075.72	\$ 387,094.48
2. Employee Benefits	\$ 113,843.21	\$ 11,112.54	\$ 124,757.75	\$ 17,246.17	\$ 1,102.09	\$ 18,348.26	\$ 68,308.04	\$ 10,010.45	\$ 108,409.49
3. Consultants	\$ 8,280.00	\$ -	\$ 8,280.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 5,280.00	\$ -	\$ 5,280.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ 5,188.00	\$ -	\$ 5,188.00	\$ 2,800.00	\$ -	\$ 2,800.00	\$ 2,388.00	\$ -	\$ 2,388.00
Purchase/Depreciation	\$ 8,500.00	\$ -	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 8,500.00	\$ -	\$ 8,500.00
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 8,882.00	\$ -	\$ 8,882.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 5,382.00	\$ -	\$ 5,382.00
6. Travel	\$ 5,654.00	\$ -	\$ 5,654.00	\$ 800.00	\$ -	\$ 800.00	\$ 5,084.00	\$ -	\$ 5,084.00
7. Occupancy	\$ 48,478.00	\$ -	\$ 48,478.00	\$ 4,500.00	\$ -	\$ 4,500.00	\$ 41,078.00	\$ -	\$ 41,078.00
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 17,808.00	\$ -	\$ 17,808.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 12,808.00	\$ -	\$ 12,808.00
Postage	\$ 2,858.00	\$ -	\$ 2,858.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,358.00	\$ -	\$ 1,358.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 7,177.80	\$ -	\$ 7,177.80	\$ 2,300.00	\$ -	\$ 2,300.00	\$ 4,877.80	\$ -	\$ 4,877.80
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 1,871.00	\$ -	\$ 1,871.00	\$ -	\$ -	\$ -	\$ 1,871.00	\$ -	\$ 1,871.00
11. Staff Education and Training	\$ 3,285.50	\$ -	\$ 3,285.50	\$ -	\$ -	\$ -	\$ 3,285.50	\$ -	\$ 3,285.50
12. Subcontract/Agreements	\$ 17,031.00	\$ -	\$ 17,031.00	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 12,031.00	\$ -	\$ 12,031.00
13. Other (specify details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 643,511.81	\$ 11,112.54	\$ 654,624.35	\$ 84,395.97	\$ 3,751.17	\$ 88,147.14	\$ 551,215.84	\$ 27,858.17	\$ 579,074.01

Indirect As A Percent of Direct 1.7%

MAY06'20 PM 3:14 DAS

18
maxLori A. Shiblette
CommissionerDeborah O. Sebetz
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 30, 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 Long Term Supports and Services, to award contracts with the vendors listed below in an amount not to exceed \$6,443,554.02 to provide Aging and Disability Resource Center ServiceLink services in ten (10) geographic areas of the state to improve access to information on the full range of long-term services and supports, with the option to renew for up to two (2) additional years, effective July 1, 2020 or upon Governor and Council approval, whichever is later, through June 30, 2022. 56.67% Federal funds, 43.33% General funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	177278	Rockingham and Strafford County	\$1,878,961.60
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Merrimack County	\$655,231.64
Easter Seals New Hampshire, Inc.	177204	Hillsborough County excluding Antrim, Bennington, Francesstown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$821,625.24
Grafton County Senior Citizens Council, Inc.	177875	Grafton County	\$645,745.58
Partnership for Public Health	165635	Belknap and Carroll County	\$879,649.94

Monadnock Collaborative	159303	Cheshire County, Sullivan County, and Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$1,185,966.42
Tri-County Community Action Program	177195	Coos County	\$376,373.60
		Total:	\$6,443,554.02

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

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide ServiceLink Aging and Disability Resource Center services, State Health Insurance Assistance Program Trainer services, and Medicaid Eligibility Coordinator services statewide.

The Bureau of Elderly and Adult Services (BEAS) provides a variety of social and long-term supports to adults age 60 and older and to adults between the ages of 18 and 60 who have a chronic illness or disability. Social and long-term services and supports can be accessed through the ServiceLink Resource Center and New Hampshire Department of Health and Human Services (DHHS) District Offices. Services and supports are intended to assist people to live as independently as possible in safety and with dignity.

ServiceLink Resource Centers are a statewide network of community-based resources for older individuals and adults living with disabilities and their families. The ServiceLink Resource Centers are available to anyone who needs assistance, guidance, help finding services, or support to live independently. ServiceLink partners will promote the independence and well-being of the people they serve at locally based offices and many satellites throughout New Hampshire from July 1, 2020 to June 30, 2022.

The vendors will provide access to long-term services and supports, which are home and community-based services provided to individuals to support their level of independence in the home and community. Such services include outreach and education services, information and referrals, transition support services, specialized care transition counseling, long term supports and services, family caregiver support services and State Health Insurance Program Assistance.

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

- Follow-up to 100% of individuals who meet the standard for required follow-up.
- Provide screening to 100% of individuals under the No Wrong Door process.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

- Provide Family Caregiver Support respite services to 100% of individuals who are eligible.
- Ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
- Ensure staff scores a minimum of 80% on Person Centered Counseling Training.
- Ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: "Have you or a family member serviced in the military?"

The Department selected the contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 2/28/2020 through 4/8/2020. The Department received 15 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revision to Standard Contract Provisions of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

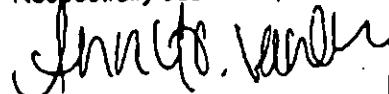
Should the Governor and Council not authorize this request the Department may not be able to comply with RSA 151-E:5, which mandates the establishment of a system of community based information and referral services for elderly and chronically ill adults. In addition, there may be an increase in hospital and nursing home admissions as individuals may not have access to information on community based options and ways to access these options. Lack of access to community-based options for the most vulnerable populations may cause an increase in Medicaid expenditures.

Area served: Statewide

Source of Funds: 56.67% Federal Funds CFDA #93.667 FAIN2001NHSOSR, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.052 FAIN2001NHOAFC-02, CFDA# 93.77 MEDICAID, CFDA #93.324 FAIN90SA0003-02-03, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.071 FAIN2001NHMISH-00, CFDA #93.791, FAIN 1LICMS300148-01-10, and 43.33% General Funds.

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

Respectfully submitted,



Ann H. Landry
Associate Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
SFY21-22

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS.
IIIS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$257,930.64	\$257,930.64
545-500387	I & R Contracts	2021	\$0.00	\$15,685.18	\$15,685.18
570-500928	Family Caregiver	2021	\$0.00	\$54,000.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$257,930.64	\$257,930.64
545-500387	I & R Contracts	2022	\$0.00	\$15,685.18	\$15,685.18
570-500928	Family Caregiver	2022	\$0.00	\$54,000.00	\$54,000.00
	Subtotal		\$0.00	\$655,231.64	\$655,231.64

STRAFFORD- Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$182,367.93	\$182,367.93
545-500387	I & R Contracts	2021	\$0.00	\$11,009.79	\$11,009.79
570-500928	Family Caregiver	2021	\$0.00	\$27,000.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$182,367.93	\$182,367.93
545-500387	I & R Contracts	2022	\$0.00	\$11,009.79	\$11,009.79
570-500928	Family Caregiver	2022	\$0.00	\$27,000.00	\$27,000.00
	Subtotal		\$0.00	\$440,735.44	\$440,735.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$450,539.75	\$450,539.75
545-500387	I & R Contracts	2021	\$0.00	\$26,393.33	\$26,393.33
570-500928	Family Caregiver	2021	\$0.00	\$67,000.00	\$67,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$450,539.75	\$450,539.75
545-500387	I & R Contracts	2022	\$0.00	\$26,393.33	\$26,393.33
570-500928	Family Caregiver	2022	\$0.00	\$67,000.00	\$67,000.00
	Subtotal		\$0.00	\$1,087,866.17	\$1,087,866.17

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$340,599.58	\$340,599.58
545-500387	I & R Contracts	2021	\$0.00	\$16,213.04	\$16,213.04
570-500928	Family Caregiver	2021	\$0.00	\$54,000.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$340,599.58	\$340,599.58
545-500387	I & R Contracts	2022	\$0.00	\$16,213.04	\$16,213.04
570-500928	Family Caregiver	2022	\$0.00	\$54,000.00	\$54,000.00
	Subtotal		\$0.00	\$821,625.24	\$821,625.24

Crafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$264,726.97	\$264,726.97
545-500387	I & R Contracts	2021	\$0.00	\$17,645.82	\$17,645.82
570-500928	Family Caregiver	2021	\$0.00	\$40,500.00	\$40,500.00
102-500734	Contracts for Program Services	2022	\$0.00	\$264,726.97	\$264,726.97
545-500387	I & R Contracts	2022	\$0.00	\$17,645.82	\$17,645.82
570-500928	Family Caregiver	2022	\$0.00	\$40,500.00	\$40,500.00
	Subtotal		\$0.00	\$645,745.58	\$645,745.58

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$337,107.04	\$337,107.04
545-500387	I & R Contracts	2021	\$0.00	\$21,717.93	\$21,717.93
570-500928	Family Caregiver	2021	\$0.00	\$81,000.00	\$81,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$337,107.04	\$337,107.04
545-500387	I & R Contracts	2022	\$0.00	\$21,717.93	\$21,717.93
570-500928	Family Caregiver	2022	\$0.00	\$81,000.00	\$81,000.00
	Subtotal		\$0.00	\$879,649.94	\$879,649.94

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$468,735.81	\$468,735.81
545-500387	I & R Contracts	2021	\$0.00	\$31,747.40	\$31,747.40
570-500928	Family Caregiver	2021	\$0.00	\$67,500.00	\$67,500.00
102-500734	Contracts for Program Services	2022	\$0.00	\$468,735.81	\$468,735.81
545-500387	I & R Contracts	2022	\$0.00	\$31,747.40	\$31,747.40
570-500928	Family Caregiver	2022	\$0.00	\$67,500.00	\$67,500.00
	Subtotal		\$0.00	\$1,135,966.42	\$1,135,966.42

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$150,780.29	\$150,780.29
545-500387	I & R Contracts	2021	\$0.00	\$10,406.51	\$10,406.51
570-500928	Family Caregiver	2021	\$0.00	\$27,000.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$150,780.29	\$150,780.29
545-500387	I & R Contracts	2022	\$0.00	\$10,406.51	\$10,406.51
570-500928	Family Caregiver	2022	\$0.00	\$27,000.00	\$27,000.00
	Subtotal		\$0.00	\$376,373.60	\$376,373.60

Total 9565	\$0.00	\$6,043,214.03	\$6,043,214.03
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05-95-48-181010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, IIHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT (100% Federal Funds - SHIP Trainer - 3 Sources)

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$25,000.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$0.00	\$25,000.00	\$25,000.00
	Subtotal		\$0.00	\$50,000.00	\$50,000.00

Total 3317	\$0.00	\$50,000.00	\$50,000.00
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05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS, IHHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON
 (100% Federal Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$87,585.00	\$87,585.00
Total 8920			\$0.00	\$87,585.00	\$87,585.00

05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS, IHHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES.
 (50% Federal Funds, 50% General Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$175,170.00	\$175,170.00
		Subtotal	\$0.00	\$262,755.00	\$262,755.00
Total 2164			\$0.00	\$262,755.00	\$262,755.00

Summary by Vendor by Year (OPTIONAL SERVICES SEPARATE)

Community Action Program Helpnap-Merrimack Counties, Inc. (Vendor #177203)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$327,615.82	\$327,615.82
	2022	\$0.00	\$327,615.82	\$327,615.82
	Subtotal	\$0.00	\$655,231.64	\$655,231.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$220,377.72	\$220,377.72
	2022	\$0.00	\$220,377.72	\$220,377.72
	Subtotal	\$0.00	\$440,755.44	\$440,755.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$543,933.08	\$543,933.08
	2022	\$0.00	\$543,933.08	\$543,933.08
	Subtotal	\$0.00	\$1,087,866.16	\$1,087,866.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2021	\$0.00	\$410,812.62	\$410,812.62
2022	\$0.00	\$410,812.62	\$410,812.62
Subtotal	\$0.00	\$821,625.24	\$821,625.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2021	\$0.00	\$322,872.79	\$322,872.79
2022	\$0.00	\$322,872.79	\$322,872.79
Subtotal	\$0.00	\$645,745.58	\$645,745.58

Lakes Region Partnership for Public Health (Vendor # 165635)

State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2021	\$0.00	\$439,824.97	\$439,824.97
2022	\$0.00	\$439,824.97	\$439,824.97
Subtotal	\$0.00	\$879,649.94	\$879,649.94

Monadnock Collaborative (Vendor # 159303)

State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2021	\$0.00	\$567,983.21	\$567,983.21
2022	\$0.00	\$567,983.21	\$567,983.21
Subtotal	\$0.00	\$1,135,966.42	\$1,135,966.42

Tri-County Community Action Program, Inc. (Vendor # 177195)

State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2021	\$0.00	\$188,186.80	\$188,186.80
2022	\$0.00	\$188,186.80	\$188,186.80
Subtotal	\$0.00	\$376,373.60	\$376,373.60

Monadnock Collaborative (Vendor # 159303)

State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2021	\$0.00	\$25,000.00	\$25,000.00
2022	\$0.00	\$25,000.00	\$25,000.00
Subtotal	\$0.00	\$50,000.00	\$50,000.00

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2021	\$0.00	\$175,170.00	\$175,170.00
2022	\$0.00	\$175,170.00	\$175,170.00
Subtotal	\$0.00	\$350,340.00	\$350,340.00

Grand Total SFY21	2021	\$0.00	\$3,221,777.01	\$3,221,777.01
Grand Total SFY22	2022	\$0.00	\$3,221,777.01	\$3,221,777.01
Total Contract		\$0.00	\$6,443,554.02	\$6,443,554.02

ACCOUNTING UNIT SUMMARY

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS.
 IHHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$2,452,788.01	\$2,452,788.01
545-500387	I & R Contracts	2021	\$0.00	\$150,819.00	\$150,819.00
570-500928	Family Caregiver	2021	\$0.00	\$418,000.00	\$418,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$2,452,788.01	\$2,452,788.01
545-500387	I & R Contracts	2022	\$0.00	\$150,819.00	\$150,819.00
570-500928	Family Caregiver	2022	\$0.00	\$418,000.00	\$418,000.00
	Subtotal		\$0.00	\$6,043,214.02	\$6,043,214.02

05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT
 (100% Federal Funds - SHIP Trainer - 3 Sources)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$25,000.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$0.00	\$25,000.00	\$25,000.00
	Subtotal		\$0.00	\$50,000.00	\$50,000.00

05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON
 (50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
	Subtotal		\$0.00	\$87,585.00	\$87,585.00

05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES,
 (50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$175,170.00	\$175,170.00
	Subtotal		\$0.00	\$175,170.00	\$175,170.00

Grand Total SFY21	2021	\$0.00	\$3,221,777.01	\$3,221,777.01
Grand Total SFY22	2022	\$0.00	\$3,221,777.01	\$3,221,777.01
Total Contract		\$0.00	\$6,443,554.02	\$6,443,554.02



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

ServiceLink Aging and Disability
 Resource Center Services

RFA-2021-DLTSS-08-SERVI

RFA Name

RFA Number

Reviewer Names

	Bidder Name
1.	Behavioral Health and Developmental Services, Inc. - Rockingham
2.	Behavioral Health and Developmental Services, Inc. - Strafford
3.	Behavioral Health and Developmental Services, Inc. - Eligibility Coordinator
4.	Community Action Program Belknap-Merrimack, Inc. - Merrimack
5.	Easter Seals New Hampshire - Hillsborough
6.	Grafton County Senior Citizens Council, Inc. - Grafton
7.	Monadnock Collaborative - Grafton
8.	Monadnock Collaborative - Hillsborough
9.	Monadnock Collaborative - Monadnock
10.	Monadnock Collaborative - Sullivan
11.	Monadnock Collaborative - Trainer
12.	Partnership for Public Health - Belknap
13.	Partnership for Public Health - Carroll
14.	Partnership for Public Health - Coos
15.	Tri-County Community Action Program, Inc. - Coos

Pass/Fail	Maximum Points	Actual Points
	105	99
	105	104
	45	45
	105	96
	105	104
	105	99
	105	81
	105	81
	105	98
	105	98
	45	39
	105	99
	105	100
	105	92
	105	100

1. Thom O'Connor
2. Abigail Conger
3. Jean Crouch
4. Shawn Martin
5. Keri Leigh Shroeder

Subject: ServiceLink Aging and Disability Resource Center Services RFA-2021-DLTSS-08-SERVI-06

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.			
1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Collaborative		1.4 Contractor Address 105 Castle St. Keene, NH 03431	
1.5 Contractor Phone Number (603) 352-7707	1.6 Account Number See Attachment	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$1,185,966.42
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature <i>Maryanne B. Ferguson</i> Date: 4/28/2020		1.12 Name and Title of Contractor Signatory Maryanne B. Ferguson, Executive Director	
1.13 State Agency Signature <i>Christie Tappan</i> Date: 5.1.2020		1.14 Name and Title of State Agency Signatory Christie Tappan, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (If applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (If applicable) By: <i>Jill Kelly</i> On: 8/6/2020			
1.17 Approval by the Governor and Executive Council (If applicable) O&C Item number: _____ O&C Meeting Date: _____			

Contractor Initials: *MBJ*
Date: 07/23/2020

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.

Contractor Initials *met*
Date *9/28/2000*

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, formulas, 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 *met*
Date *4/28/2000*

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.

Contractor Initials *MMS*
Date *4/28/2020*



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Attachment to Form P-37 Block 1.6 Account Number

1.6 Account Number

05-95-48-481010-95650000-102-500734

05-95-48-481010-95650000-545-500387

05-95-48-481010-95650000-570-500928

05-95-48-481010-33170000-102-500734

Monadnock Collaborative

Attachment to Form P-37,
Block 1.6 Account Number

Contractor Initials: MAJ

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EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor & Executive Council approval or July 1, 2020, whichever is later ("Effective Date").
- 1.2. 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 years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. 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.

[Handwritten Signature]
Date: 4/28/2020

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EXHIBIT B

1. Provisions Applicable to All Services

- 1.1. 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 meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in the Monadnock Region, which includes all the cities and towns of Cheshire County, and Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County.
- 1.5. The Contractor shall ensure services are available in Sullivan County.
- 1.6. The Contractor shall provide State Health Insurance Assistance Program (SHIP) training, Senior Medicare Patrol (SMP) training, and Medicare Information for Patients and Providers (MIPPA) training to ServiceLink contractors, statewide, to ensure each location has a minimum of one (1) SHIP/SMP/MIPPA certified counselor.
- 1.7. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.7.1. Serve as a highly visible and trusted place for people of all ages to turn to for objective and unbiased information on the full range of long term care supports and services.
 - 1.7.2. Promote awareness of the various options available to people in their community.
 - 1.7.3. Link individuals with needed services
 - 1.7.4. Provide person-centered one-on-one assistance and decision support to individuals.
 - 1.7.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
 - 1.7.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.

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- 1.7.7. Serve all adults regardless of physical, intellectual or development disability or mental illness.
- 1.7.8. Provide information regarding community-based long-term supports and services.
- 1.7.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.
- 1.8. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:
 - 1.8.1. Meet the needs of individuals.
 - 1.8.2. Are sustained throughout the geographic area.
 - 1.8.3. Produce measurable results.
2. **Scope of Work**
 - 2.1. **Service Link Administrative Requirements**
 - 2.1.1. **General Requirements**
 - 2.1.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:
 - 2.1.1.1.1. Operate as an independent program.
 - 2.1.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
 - 2.1.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.
 - 2.1.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.
 - 2.1.1.2. The Contractor shall occupy an independent office space that, at a minimum:
 - 2.1.1.2.1. Is an easily accessible area and location.
 - 2.1.1.2.2. Meets all applicable state and local building rules and ordinances.
 - 2.1.1.2.3. Has sufficient space that includes, but is not limited to:
 - 2.1.1.2.4. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.
 - 2.1.1.2.5. A confidential meeting room to accommodate a minimum of three (3) individuals.

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- 2.1.1.2.6. Has barrier-free/handicap access.
- 2.1.1.2.7. Appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:
 - 2.1.1.2.7.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.
 - 2.1.1.2.7.2. The New Hampshire Department of Military Affairs and Veterans Services.
- 2.1.1.2.8. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.1.4.2.1. Scheduling meetings.
 - 2.1.1.4.2.2. Inviting participants.
 - 2.1.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.1.4.2.5. Recording minutes from each meeting.

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- 2.1.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) days after each meeting.
- 2.1.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, including but not limited to:
 - 2.1.1.4.3.1. State or regional hospital.
 - 2.1.1.4.3.2. Senior centers.
 - 2.1.1.4.3.3. Physician practices.
 - 2.1.1.4.3.4. Home health agencies.
 - 2.1.1.4.3.5. Community mental health centers.
 - 2.1.1.4.3.6. Municipal health and welfare providers.
 - 2.1.1.4.3.7. Brain Injury Associations.
 - 2.1.1.4.3.8. Centers for Independent Living.
 - 2.1.1.4.3.9. Department of Military Affairs and Veteran Services.
 - 2.1.1.4.3.10. Adult Protective Services.
 - 2.1.1.4.3.11. Information and referral/2-1-1 programs.
 - 2.1.1.4.3.12. Regional Public Health Networks.
 - 2.1.1.4.3.13. Other community-based organizations.
- 2.1.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
- 2.1.1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.1.1.6. The Contractor shall maintain a waitlist of individuals who have been determined as eligible for Medicaid/Medicare supports and services, and/or other publically funded supports and services due to unavailability of funding or resources. The Contractor shall:
 - 2.1.1.6.1. Document information in the Refer 7 system for each individual waiting for services, in accordance with Department policies and procedures.
 - 2.1.1.6.2. Monitor the wait time for individuals to receive services, from the date of initial contact with ServiceLink to the date Individuals receive services for which they are eligible.
 - 2.1.1.6.3. Provide quarterly reports to the Department that include, but are not limited to:

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2.1.1.6.3.1. The wait time for each individual by the type of service.

2.1.1.6.3.2. Reason for wait time.

2.1.1.7. The Contractor shall conduct consumer satisfaction surveys on a quarterly basis to measure consumer satisfaction with delivered services. The Contract shall:

2.1.1.7.1. Utilize the Department's approved survey tool.

2.1.1.7.2. Distribute the survey to consumers as directed by the Department.

2.1.1.7.3. Collect completed surveys.

2.1.1.7.4. Enter each completed survey into an online database as directed by the Department.

2.1.2. Outreach and Education Services

2.1.2.2. The Contractor shall deliver outreach and education services to promote ServiceLink services.

2.1.2.3. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.

2.1.2.4. The Contractor shall submit an outreach and marketing plan to the Department for review and approval within sixty (60) days of the contract effective date which shall include, but is not limited to:

2.1.2.4.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.

2.1.2.4.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.

2.1.2.4.3. Strategies to assess the effectiveness of outreach and marketing activities.

2.1.2.4.4. Feedback loops to monitor and modify outreach and marketing activities as needed.

2.2. Consumer Information, Referral and Counseling Services

2.2.1. Information and Referral/Assistance Plan (I&R/A)

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- 2.2.1.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:
 - 2.2.1.1.1. A description of all systematic processes to ensure consistent delivery of services.
 - 2.2.1.1.2. All services and resources available to the population of the geographic region.
- 2.2.1.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.
- 2.2.1.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer 7.5 Manual, and as amended.
- 2.2.1.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).
- 2.2.1.5. The Contractor shall utilize the Refer 7 database to provide the most current information available to clients.
- 2.2.1.6. The Contractor shall provide Refer 7 Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer 7.5 Manual, and as amended.
- 2.2.1.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
- 2.2.1.8. The Contractor shall ensure staff:
 - 2.2.1.8.1. Attend outreach and education trainings, as directed by the Department.
- 2.2.1.9. Are trained in safeguarding the confidentiality of all clients as required by state and federal laws.
- 2.2.2. Transition Support Services
 - 2.2.2.1. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings.
 - 2.2.2.2. The Contractor shall assist individuals with the transition from acute care settings into their homes/communities.
 - 2.2.2.3. The Contractor shall assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
 - 2.2.2.4. The Contractor shall assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
 - 2.2.2.5. The Contractor shall assist individuals with accessing LTSS in order to transition back to the community.

MLOJ
4/28/2020

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- 2.2.2.6. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
- 2.2.2.7. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.
- 2.2.3. Specialized Care Transition Counseling
 - 2.2.3.1. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:
 - 2.2.3.1.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.
 - 2.2.3.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contract shall:
 - 2.2.3.2.1. Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems.
 - 2.2.3.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
 - 2.2.3.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, and coordination.
 - 2.2.3.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
 - 2.2.3.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
 - 2.2.3.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services:
 - 2.2.3.4. Engaging individuals while in an acute care setting to assist in transitioning to home and community-based settings, which includes, but is not limited to:
 - 2.2.3.4.1. Facilitating the coordination of services and supports needed for transition,
 - 2.2.3.4.2. Providing individuals with a safe and secure setting.

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- 2.2.3.4.3. Assisting in the prevention of hospital readmission.
- 2.2.3.5. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include but are not limited to:
 - 2.2.3.5.1. Hospital discharge planning meetings.
 - 2.2.3.5.2. Meetings with individuals and family members according to their preferences and goals for transition.
 - 2.2.3.5.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.2.3.5.4. Documenting contacts on behalf of transitioning individuals in the Refer 7 database.
 - 2.2.3.5.5. Developing transition plans for clients and assist individuals with finding and accessing home and community-based services according to the transition plan.
- 2.3. Consumer Program Eligibility and Enrollment
 - 2.3.1. Long Term Supports and Services (LTSS) Eligibility Determination Services
 - 2.3.1.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.
 - 2.3.1.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:
 - 2.3.1.2.1. Assisting individuals with determining appropriate payment and delivery of services.
 - 2.3.1.2.2. Providing individuals with financial assessment, as applicable.
 - 2.3.1.2.3. Assisting clients with accessing community-based LTSS programs.
 - 2.3.1.2.4. Developing processes for accessing public LTSS programs.
 - 2.3.1.2.5. Ensuring eligibility documents are completed and submitted to the Department.
 - 2.3.1.2.6. Collaborating with the Department to assess and determine client eligibility.
 - 2.3.1.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.
 - 2.3.1.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.

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- 2.3.1.2.9. Providing additional Person-Centered Options and Counseling to individuals determined ineligible for LTSS, as appropriate.
- 2.3.1.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.
- 2.3.1.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.
- 2.3.1.3. The Contractor shall collaborate with state and community programs that serve Medicare beneficiaries in rural areas to determine program eligibility for individuals seeking services, facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education about Medicare via referrals to ServiceLink. State and community programs may include, but are not limited to:
 - 2.3.1.3.1. NH Family Caregiver Program
 - 2.3.1.3.2. State Nutrition Consultant for New Hampshire Meals on Wheels and Congregate Meals.
- 2.3.1.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence in areas that include, but are not limited to:
 - 2.3.1.4.1. Faith Based Communities and/or Parish Nurses.
 - 2.3.1.4.2. Social Security Administration.
 - 2.3.1.4.3. Low income housing sites.
 - 2.3.1.4.4. Senior Centers.
- 2.4. Specialty Program Services
 - 2.4.1. Family Caregiver Support Program Services
 - 2.4.1.1. The Contractor shall provide staffing according to Section 4, Staffing, Subsection 4.4, Paragraph 4.4.7 to conduct client assessments and ongoing home visits.
 - 2.4.1.2. The Contractor shall ensure staff maintain knowledge of current community resources.
 - 2.4.1.3. The Contractor shall ensure:
 - 2.4.1.3.1. A minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC); or
 - 2.4.1.3.2. A minimum of two (2) individuals in the geographic area are trained in the PTC curriculum.
 - 2.4.1.4. The Contractor shall:

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- 2.4.1.4.1. Facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
- 2.4.1.4.2. Facilitate caregiver support groups, as needed.
- 2.4.1.4.3. Collaborate with other caregiver support service agencies within the geographic area.
- 2.4.1.4.4. Ensure staff attend the Department's Family Caregiver Support Program meetings.
- 2.4.1.4.5. Conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population.
- 2.4.1.4.6. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.
- 2.4.1.4.7. Participate in an annual program review as determined by the Department.
- 2.4.1.5. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.4.1.6. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.4.1.7. The Contractor shall train staff on all Family Caregiver Support Program services, policies and procedures.
- 2.4.1.8. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.4.1.9. The Contractor shall provide copies of approved service plans and budgets to the department's Financial Management selected Contractor.
- 2.4.1.10. The Contractor shall comply with the Department policies and procedures relative to fiscal management for ill paying and employer of record services.
- 2.4.2. State Health Insurance Program (SHIP) Assistance
 - 2.4.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
 - 2.4.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through the State Health Insurance Assistance Program (SHIP).
 - 2.4.2.3. The Contractor shall provide staffing in accordance with Section 4, Staffing, Subsection 4.4, Paragraph 4.4.5.
 - 2.4.2.4. The Contractor shall provide personalized counseling services.

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- 2.4.2.5. The Contractor shall provide targeted community outreach in order to:
 - 2.4.2.5.1. Increase consumer understanding of Medicare program benefits.
 - 2.4.2.5.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
- 2.4.2.6. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
 - 2.4.2.6.1. Assisting individuals with enrolling in appropriate benefit plans.
 - 2.4.2.6.2. Providing continued enrollment assistance in Medicare prescription drug coverage.
- 2.4.2.7. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.
- 2.4.2.8. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently, SHIP Training and Reporting System (STARS).
- 2.4.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services
 - 2.4.3.1. The Contractor shall educate the public on topics that include but are not limited to:
 - 2.4.3.1.1. Part D prescription drugs in rural areas.
 - 2.4.3.1.2. Medicare preventative services.
 - 2.4.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.
 - 2.4.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses by:
 - 2.4.3.2.1. Distributing promotional materials developed by CMS, ACL and the Department.
 - 2.4.3.2.2. Distributing promotional materials developed by CMS, ACL and the Department in order to increase awareness of available Medicare preventive services, that include but are not limited to:
 - 2.4.3.2.3. Wellness prevention screenings.
 - 2.4.3.2.4. Flu Shots.

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- 2.4.3.2.5. Implementing a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month, which includes but is not limited to:
- 2.4.3.2.6. Mailing introductory letters regarding the program to town offices, housing sites, home health agencies, Faith Based Communities and/or parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
- 2.4.3.2.7. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic area served.
- 2.4.3.2.8. Drafting scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
- 2.4.3.2.9. Purchasing media in the local area.
- 2.4.3.3. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
- 2.4.4. Senior Medicare Patrol (SM) Services
 - 2.4.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
 - 2.4.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and education outreach planning.
 - 2.4.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
 - 2.4.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
 - 2.4.4.5. The Contractors shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
 - 2.4.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.

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- 2.4.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
- 2.4.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.4.5. Veteran Directed Care (VD-Care) a/k/a Veterans Independence Program (VIP)
 - 2.4.5.1. The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VD-Care Program staffing requirements and procedures.
 - 2.4.5.2. The Contractor shall collaborate with and accepting referrals from:
 - 2.4.5.2.1. The White River Junction Veterans Affairs Medical Center.
 - 2.4.5.2.2. The Manchester Veterans Affairs Medical Center.
 - 2.4.5.3. The Contractor shall establish and maintain an advisory board that includes, but is not limited to, representatives from veterans groups, veterans and families in order to:
 - 2.4.5.3.1. Oversee the VD-Care program
 - 2.4.5.3.2. Receive feedback from stakeholders.
 - 2.4.5.3.3. Provide continuous improvement of the program.
 - 2.4.5.4. The Contractor shall contact veterans referred to the VD-Care program by telephone, email, or other recognized means of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.
 - 2.4.5.5. The Contractor shall assist veterans to determine the most appropriate services that will meet their needs.
 - 2.4.5.6. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
 - 2.4.5.7. The Contractor shall assist veterans in meeting LTSS needs, including but not limited to identifying a backup plan for support.
 - 2.4.5.8. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
 - 2.4.5.9. The Contractor shall monitor veteran budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.
 - 2.4.5.10. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.

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- 2.4.5.11. The Contractor shall maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.4.5.12. The Contractor shall comply with staff training requirements to provide the VD-Care and Financial Management Services, as applicable.
- 2.4.5.13. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:
 - 2.4.5.13.1. Monthly VD-Care calls.
 - 2.4.5.13.2. VD-Care sponsored trainings.
 - 2.4.5.13.3. VD-Care sponsored webinars.
- 2.4.5.14. The Contractor shall participate in VAMC quarterly program meetings.
- 2.4.5.15. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.

2.5. SHIP/SMP/MIPPA Training Services

- 2.5.1. The Contractor shall provide training SHIP/SMP/MIPPA for ServiceLink contractors, statewide, on topics that include, but are not limited to:
 - 2.5.1.1. Medicare eligibility and enrollment periods.
 - 2.5.1.2. Medicare Parts A, B, C, and D benefits and coverage.
 - 2.5.1.3. Medicare Supplement Plans and coverage options.
 - 2.5.1.4. Long term care insurance.
 - 2.5.1.5. Medicare Savings Programs.
 - 2.5.1.6. Employer coverage versus Medicare coverage.
 - 2.5.1.7. Tricare and Medicare.
 - 2.5.1.8. Medicaid programs and coordination with Medicare coverage.
 - 2.5.1.9. Medicare fraud, errors and abuse
 - 2.5.1.10. Specific claims and billing issues.
 - 2.5.1.11. Preventive Services
 - 2.5.1.12. Extra Help/Low Income Subsidy
- 2.5.2. The Contractor shall train all SHIP/SMP/MIPPA ServiceLink staff on current reporting requirements, which include but are not limited to:
 - 2.5.2.1. Refer 7.
 - 2.5.2.2. SHIP Tracking and Reporting System (STARS) Beneficiary Forms.

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- 2.5.2.3. STARS media, activity, education, outreach reporting directly to the STARS site.
- 2.5.2.4. SMP Information Reporting System (SIRS) directly to the SIRS site.
- 2.5.3. The Contractor shall monitor all reporting areas in Subsection 1.3, above, on a monthly basis and make any necessary adjustments to ensure ServiceLink contractors are accurately reporting information regarding services provided.
- 2.5.4. The Contractor shall ensure all SHIP/SMP/MIPPA staff, including but not limited to, counselors, volunteers and trainees, are current on training information by ensuring all SHIP/SMP/MIPPA ServiceLink staff:
 - 2.5.4.1. Participate in Centers for Medicare & Medicaid Services (CMS), Administration for Community Living (ACL), National Council on Aging (NCOA), and other Medicare-related webinars, conference calls, meetings and conferences as required or deemed appropriate.
 - 2.5.4.2. Solicit continuous communication from CMS, ACL, NCOA, the State SHIP/SMP/MIPPA Director, and the New Hampshire Insurance Department (NHID) to remain current on changes in policies, procedures and reporting requirements.
 - 2.5.4.3. Are provided with current Medicare materials for dissemination, including but not limited to updates to the Medicare Advantage Landscape of Plans for Part D and Part C, including all Excel spreadsheets.
- 2.5.5. The Contractor shall oversee the administration of the SHIP Online Counseling Certification Tool (OCCT) for ServiceLink SHIP Coordinators, new trainees, staff, and volunteers.
- 2.5.6. The Contractor shall oversee and provide ServiceLink SHIP Coordinators, new trainees, staff, and volunteers access to the SIRS training and tracking system; TRAX.
- 2.5.7. The Contractor shall be the subject matter expert for ServiceLink SHIP/MIPPA and SMP staff. The Contractor shall:
 - 2.5.7.1. Attend national and regional conferences related to SHIP/MIPPA and SMP.
 - 2.5.7.2. Attend local, regional trainings and webinars related to SHIP/MIPPA and SMP.
 - 2.5.7.3. Work in partnership with the Department's SHIP/ MIPPA and SMP Program Director and all ServiceLink contractors.
- 2.5.8. The Contractor shall work with the Department's SHIP/MIPPA and SMP Program Director, and other ServiceLink Contractors to coordinate and streamline training and certification activities for the SHIP/MIPPA and SMP Programs. The Contractor shall:
 - 2.5.8.1. Identify a liaison at each ServiceLink contractor to identify new trainees, staff and volunteers in need of training.

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- 2.5.8.2. Collaborate with the liaison to develop and implement a survey for training needs and the best form of communication to further advance training.
- 2.5.8.3. Coordinate with the liaison to provide updated local, regional and annual training offered to staff such duties may include, but are not limited to:
 - 2.5.8.3.1. Establishing an agenda for trainings.
 - 2.5.8.3.2. Assisting with necessary materials for trainings.
- 2.5.8.4. Develop training material to ensure new and experienced staff meet SHIP and SMP certification requirements.
- 2.5.8.5. Develop and share evaluation tools to confirm training is effective and beneficial.
- 2.5.8.6. Develop and oversee the administration of the SHIP and SMP online certification tool, in compliance with ACL standards/rules.
- 2.5.8.7. Educate all contracted staff in the usage of any online training modules and certification tools.
- 2.5.8.8. Establish and monitor tracking system for SHIP and SMP certifications for the ServiceLink contractors to ensure all staff are meeting and maintaining certification.
- 2.5.8.9. Disseminate all received SHIP/MIPPA and SMP material via multiple means, which may include but are not limited to:
 - 2.5.8.9.1. A monthly newsletter.
 - 2.5.8.9.2. Special Alerts.
 - 2.5.8.9.3. Face-to-face meetings.
 - 2.5.8.9.4. eStudio postings.
 - 2.5.8.9.5. Excel spreadsheets
- 2.5.8.10. Designate a dedicated email address for SHIP/MIPPA and SMP liaisons to utilize in order to:
 - 2.5.8.10.1. Respond to inquiries pertaining to challenging training issues.
 - 2.5.8.10.2. Address any inquiries pertaining to certification concerns.
 - 2.5.8.10.3. Solicit current Medicare information and policy changes to best address beneficiary needs.
- 2.5.8.11. Coordinate with ServiceLink contractors for best practice materials that can be developed and shared with other staff to assist Medicare beneficiaries, upon Department's approval.

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- 2.5.8.12. Ensure all training, certification, and SHIP/MIPPA and SMP material dissemination is completed in coordination with the Department's SHIP Program Director.
- 2.5.9. The Contractor shall begin collecting data on October 1 of each year, or as soon as the information is available, for the Medicare Advantage Landscape of Plans for Part D and Part C, and shall continue until all data is collected.
- 2.5.10. The Contractor shall inform the Department's SHIP Director and statewide ServiceLink contractors when changes in training occur.
- 2.5.11. The Contractor shall provide:
 - 2.5.11.1. No less than four (4), daylong statewide trainings per contract year to include the fall "Medicare Update Training" that is coordinated with the Centers for Medicare and Medicaid Services (CMS).
 - 2.5.11.2. Onsite training as requested, not to exceed two (2) site visits per year with any given location.
 - 2.5.11.3. One-to-one training, as necessary.
 - 2.5.11.4. No less than 104 hours of SHIP/MIPPA and SMP training via other means, which may include but are not limited to:
 - 2.5.11.4.1. Emails.
 - 2.5.11.4.2. Webinars.
 - 2.5.11.4.3. Forwarding of pertinent information.
 - 2.5.11.4.4. Telephone conversations.
 - 2.5.11.5. No less than 52 hours of Medicare Supplemental Training.
- 2.5.12. The Contractor shall ensure all staff are trained and understand SMP Foundations.
- 2.5.13. The Contractor shall conduct post-training evaluations to determine effectiveness of trainings.

3. Performance Measures and Reporting Requirements

- 3.1. ServiceLink Administrative Requirements & Consumer Information and Counseling Services
 - 3.1.1. The Contractor shall provide monthly reports on 100% staff time track spent performing Medicaid allowable activities.
 - 3.1.2. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
 - 3.1.3. The Contractor shall track client data on a quarterly basis, including, but not limited to:
 - 3.1.3.1. Number of individuals served.
 - 3.1.3.2. Types of information/referrals provided to individuals.

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- 3.1.3.3. Total number of individuals pre-screened for financial eligibility for Medicaid funded LTC programs.
- 3.1.3.4. Total number of individuals who withdraw due to counseling on functional eligibility.
- 3.1.3.5. Follow-up services performed and frequency of services delivered.
- 3.1.3.6. Length of contact.
- 3.1.3.7. Number of individuals who answered "yes" or "no" to the following question: "Have you or a family member ever served in the military?"
- 3.1.4. The Contract shall enter 100% of surveys received into an online database, as directed by the Department, on a quarterly basis.
- 3.2. Consumer Eligibility & Enrollment Services
 - 3.2.1. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
 - 3.2.1.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
 - 3.2.1.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
 - 3.2.1.3. Systems-level outcomes to include ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.
 - 3.2.1.3.1. The Contractor shall provide comprehensive quarterly reports to the Department within thirty (30) days of the close of the quarter.
 - 3.2.1.3.2. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services. The Contractor shall have the ability and capacity to generate standard reports, which include, but are not limited to, monthly reports on:
 - 3.2.1.4. Demographics of individuals in need of specialized services.
 - 3.2.2. The Contractor shall meet at a minimum the following performance measures:
 - 3.2.2.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
 - 3.2.2.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
 - 3.2.2.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
 - 3.2.2.4. The Contractor shall ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.

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- 3.2.2.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
- 3.2.2.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: "Have you or a family member ever served in the military?"
- 3.3. Specialty Program Services
 - 3.3.1. The Contractor submit the NH Family Caregiver Title III-E Federal Report to the Department on an annual basis.
 - 3.3.2. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging.
 - 3.3.3. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department, which must include, but is not limited to:
 - 3.3.3.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum.
 - 3.3.3.2. Number of Powerful Tools for Caregivers training session coordinated and/or conducted annually.
 - 3.3.3.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers trainings.
 - 3.3.3.4. Number of other caregiver specific training sessions coordinated and/or conducted annually.
 - 3.3.3.5. Expenditures and expenses for coordinating and conducting other caregiver specific training sessions.
 - 3.3.3.6. Number of caregivers and their families who received counseling.
 - 3.3.3.7. Number of sessions per caregiver and their families.
 - 3.3.3.8. Caregiver Support Group meetings Access Assistance (I&R) activities, which must include, but is not limited to:
 - 3.3.3.8.1. Number of caregivers assisted to obtain access to services and resources in the community.
 - 3.3.3.8.2. Number of sessions per caregiver,
 - 3.3.3.8.3. Number of caregivers referred to agencies.
 - 3.3.3.8.4. A customized report on expenditures and expenses for providing I & R services.
 - 3.3.3.9. Community information sessions and outreach activities to caregiver that provides the public with program information, which must include, but is not limited to:
 - 3.3.3.9.1. Number of activities, including, but not limited to:

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- 3.3.3.9.2. Publications.
- 3.3.3.9.3. Presentations.
- 3.3.3.9.4. Media coverage.
- 3.3.3.9.5. Estimated number of caregivers reached through outreach activities.
- 3.3.3.9.6. Number of agencies involved with outreach activities.
- 3.3.3.9.7. Expenditures and expenses for outreach activities.
- 3.3.3.10. Average annual income of caregivers including, but not limited to, those who:
 - 3.3.3.10.1. Receive grants.
 - 3.3.3.10.2. Receive training.
 - 3.3.3.10.3. Receive I & R supports.
 - 3.3.3.10.4. Receive counseling.
 - 3.3.3.10.5. Participate in support groups.
- 3.3.3.11. Supplemental Services, which must include, but is not limited to:
 - 3.3.3.11.1. A narrative description of the service and;
 - 3.3.3.11.2. Total number provided for each service.
- 3.3.4. The Contract shall report on performance measure for SHIP in Section 2, Subsection 2.4, Paragraph 2.4.2., as outlined by the ACL, and as amended and indicated in the table below:

Performance Measure	Reporting Method
3.3.4.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.4.2. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.	To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month. SHIP Group, Team and Medicare forms in STARS
3.3.4.3. Contacts with Medicare beneficiaries under 65 – Percentage of contacts with Medicare beneficiaries	SHIP/STARS Beneficiary Forms imbedded in Refer 7

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	under the age of 65 per Medicare beneficiaries under 65 in the State.	
3.3.4.4.	Hard-to-Reach Contacts – Percentage of Low-income, rural, and non-native English contacts per total "hard-to-reach" Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms Imbedded in Refer 7
3.3.4.5.	Enrollment Contacts – Percentage of unduplicated enrollment contacts (i.e., contacts with one or more qualifying enrollment topics) discussed per total Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms Imbedded in Refer 7

- 3.3.5. The Contractor shall report on information requested by the Department, which includes, but is not limited to:
- 3.3.5.1. Quarterly SHIP progress reports.
 - 3.3.5.2. Monthly outreach reports.
- 3.3.6. The Contractor shall meet or exceed the performance measures and provide reports for services identified in Section 2, Subsection 2.4, Paragraph 2.4.3.2., Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services as indicated below:

Performance Measure	Reporting Method
3.3.6.1 Increase the number of individuals provided with education about: LIS, MSP, and Medicare prescription drug coverage in rural areas by five (5) percent of the total number enrolled in the programs in the previous twelve 12 months.	To Include: Monthly Outreach Activities Reports sent to the Department by the 15 th of each month. SHIP/STARS Beneficiary Forms Imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.6.2 Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services.	Monthly Outreach Activities Report STARS reports to include Client Contacts, Outreach and other activity.
3.3.6.3 Effectively advertise, promote, and conduct educational outreach and/or	Monthly Outreach Activities Report to the Department and entries into STARS reports to the Department.

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	enrollment event activities at a minimum of one (1) time per month.	
3.3.6.4	Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings, as required by ACL for quarterly Progress Reports to the Department.

3.4. SHIP/SMP/MIPPA Training

3.4.1. The Contractor shall maintain a monthly activity report that includes the following:

- 3.4.1.1. Training provided to ServiceLink sites.
- 3.4.1.2. Names of certified SHIP and SMP counselors, staff, and volunteers at each ServiceLink site.
- 3.4.1.3. Date of counselor's most recent certification.
- 3.4.1.4. Hours of training attended during the month/per person.
- 3.4.1.5. Trainings provided with detailed topics, along with the method in which they were delivered.
- 3.4.1.6. Identified counselors' training needs and barriers.
- 3.4.1.7. Post-training evaluation summaries and outcomes in eStudio.

3.4.2. The Contractor shall provide quarterly reports of the summary of statewide training activities which will include the following:

- 3.4.2.1. Total number of sites receiving training during the quarter;
- 3.4.2.2. Total number of hours of training provided to all SHIP and SMP counselors.
- 3.4.2.3. Total number of certified counselors statewide.
- 3.4.2.4. Total number of new SHIP and SMP certified counselors during the quarter.
- 3.4.2.5. Total number of trainings provided during the quarter.
- 3.4.2.6. Topics of all trainings provided.
- 3.4.2.7. A narrative providing a description of the following:
 - 3.4.2.7.1. Counselor accomplishments.
 - 3.4.2.7.2. Challenges.
 - 3.4.2.7.3. Plans to overcome challenges.

4. Staffing

4.1. The Contractor shall ensure ServiceLink staff have appropriate credentials, as outlined in Subsection 4.4, below.

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

- 4.2. The Contractor shall ensure counseling staff have the requisite skills and certifications to perform Person-Centered Options Counseling consistent with the NWD System within one (1) year of hire.
- 4.3. The Contractor shall follow the National Association of Social Workers' Code of Ethics.
- 4.4. The Contractor shall provide staff as follows:
 - 4.4.1. **Program Manager – One (1) FTE who meets the following certifications within one (1) year of hire:**
 - 4.4.1.1. Alliance of Information Referral Specialist In Aging and Disability (AIRS A/D) certification.
 - 4.4.1.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.1.3. SHIP/SMP certification training and certification.
 - 4.4.1.4. SMP Foundations training and assessment.
 - 4.4.2. **Information and Referral Staff who meet the following requirements within one (1) year of hire:**
 - 4.4.2.1. Alliance of Information Referral Specialist In Aging and Disability (AIRS A/D) certification.
 - 4.4.2.2. Obtain training in Person-Centered Counseling.
 - 4.4.2.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.2.4. SMP Foundations training and assessment.
 - 4.4.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff who meet the following requirements within one (1) year of hire:**
 - 4.4.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.3.2. Obtain training and Certification in Person-Centered Counseling.
 - 4.4.3.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.3.4. SMP Foundations training and assessment.
 - 4.4.4. **4.4.4 Person-Centered Options Counseling Caregiver Staff who meet the following requirements within one (1) year of hire:**
 - 4.4.4.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.4.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.4.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
 - 4.4.4.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor.
 - 4.4.4.5. SMP Foundations training and assessment.

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EXHIBIT B

- 4.4.5. **State Health Insurance Assistance Program (SHIP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;
 - 4.4.5.1. Within six (6) months of hire are certified in SHIP training and assessments; and
 - 4.4.5.2. Within six (6) months of hire are certified in SMP foundations training and assessment; and
 - 4.4.5.3. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
- 4.4.6. **Senior Medicare Patrol (SMP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and;
 - 4.4.6.1. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
 - 4.4.6.2. Within six (6) months of hire are certified in SMP foundations training and assessment.
- 4.4.7. The Contractor shall provide staffing for the NH Family Caregiver Program at no less than .75 full-time equivalent (FTE) for the Monadnock Region, and no less than .5 FTE for Sullivan County.
- 4.4.8. The Contractors shall provide staffing for the SHIP, SMP, and MIPPA services at no less than .75 FTE for the Monadnock Region, and .25 for Sullivan County.
- 4.5. **Criminal Background Check and BEAS State Registry Checks**
 - 4.5.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
 - 4.5.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
 - 4.5.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
 - 4.5.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 4.5.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.

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EXHIBIT B

6. Additional Terms

5.1. Credits and Copyright Ownership

- 5.1.1. 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."
- 5.1.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.1.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.1.3.1. Brochures.
 - 5.1.3.2. Resource directories.
 - 5.1.3.3. Protocols or guidelines.
 - 5.1.3.4. Posters.
 - 5.1.3.5. Reports.
- 5.1.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
 - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 6.1.3. 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

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EXHIBIT B

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.

7. Exhibits Incorporated

- 7.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 7.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 7.3. All Exhibits D through K are attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
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EXHIBIT C

Payment Terms

1. This Agreement is funded by:

1.1. 56.33%, Federal Funds, by the:

- 1.1.1. United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667), FAIN: 2001NHSOSR; 50% Federal Funds, 50% General Funds.
- 1.1.2. United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 2001NHOAFC-02; 75% Federal Funds, 25% General Funds.
- 1.1.3. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID; 50% Federal Funds, 50% General Funds
- 1.1.4. United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03-01; 100% Federal Funds.
- 1.1.5. United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-02-03; 100% Federal Funds.
- 1.1.6. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00; 100% Federal Funds.
- 1.1.7. For SHIP Trainer - United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03-01; 100% Federal Funds.
- 1.1.8. For SHIP Trainer - United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-02-03; 100% Federal Funds.
- 1.1.9. For SHIP Trainer - United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00; 100% Federal Funds.

1.2. 43.67% General funds.

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

2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.
 - 2.2. The Indirect Cost Rate of 7.9% 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 item, as specified in Exhibits C-1, Budget through Exhibit C-2, 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 dhhs.beasinvoices@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
105 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.
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

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

satisfactorily completed in accordance with the terms and conditions of this agreement.

11. Notwithstanding Paragraph 18 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.

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

Table C-1 Budget

New Hampshire Department of Health and Human Services

Community Home Outreach Collaborative

Budget Request for 07A-001-CL730-00-00000000

Domestic Abuse Aging and Disability Resource Center Services

Budget Period: FY21 - 000000

Line Item	Fiscal Year 2021		Fiscal Year 2022		Fiscal Year 2023		Fiscal Year 2024		Fiscal Year 2025	
	Original	Revised	Original	Revised	Original	Revised	Original	Revised	Original	Revised
1. Personnel	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
2. Fringe Benefits	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
3. Contractual Services	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
4. Materials and Supplies	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
5. Travel	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
6. Other	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
TOTAL	2,400,000	2,400,000	2,400,000	2,400,000	2,400,000	2,400,000	2,400,000	2,400,000	2,400,000	2,400,000

Handwritten signature and date
4/24/2020

Table 6-4 Budget

New Hampshire Department of Health and Human Services

Contractor Service Department Collaboration

Budget Request for: 00A-0271-01, 710-01-0271-01

Fiscal Year: 2011

Budget Period: 01/01 - 03/31

Line Item	2010 Actual		2011 Budget		2011 Actual		2011 Budget		2011 Actual	
	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount	Percent
1.0000	1,000.00	100.00	1,000.00	100.00	1,000.00	100.00	1,000.00	100.00	1,000.00	100.00
2.0000	2,000.00	200.00	2,000.00	200.00	2,000.00	200.00	2,000.00	200.00	2,000.00	200.00
3.0000	3,000.00	300.00	3,000.00	300.00	3,000.00	300.00	3,000.00	300.00	3,000.00	300.00
4.0000	4,000.00	400.00	4,000.00	400.00	4,000.00	400.00	4,000.00	400.00	4,000.00	400.00
5.0000	5,000.00	500.00	5,000.00	500.00	5,000.00	500.00	5,000.00	500.00	5,000.00	500.00
6.0000	6,000.00	600.00	6,000.00	600.00	6,000.00	600.00	6,000.00	600.00	6,000.00	600.00
7.0000	7,000.00	700.00	7,000.00	700.00	7,000.00	700.00	7,000.00	700.00	7,000.00	700.00
8.0000	8,000.00	800.00	8,000.00	800.00	8,000.00	800.00	8,000.00	800.00	8,000.00	800.00
9.0000	9,000.00	900.00	9,000.00	900.00	9,000.00	900.00	9,000.00	900.00	9,000.00	900.00
10.0000	10,000.00	1,000.00	10,000.00	1,000.00	10,000.00	1,000.00	10,000.00	1,000.00	10,000.00	1,000.00
11.0000	11,000.00	1,100.00	11,000.00	1,100.00	11,000.00	1,100.00	11,000.00	1,100.00	11,000.00	1,100.00
12.0000	12,000.00	1,200.00	12,000.00	1,200.00	12,000.00	1,200.00	12,000.00	1,200.00	12,000.00	1,200.00
13.0000	13,000.00	1,300.00	13,000.00	1,300.00	13,000.00	1,300.00	13,000.00	1,300.00	13,000.00	1,300.00
14.0000	14,000.00	1,400.00	14,000.00	1,400.00	14,000.00	1,400.00	14,000.00	1,400.00	14,000.00	1,400.00
15.0000	15,000.00	1,500.00	15,000.00	1,500.00	15,000.00	1,500.00	15,000.00	1,500.00	15,000.00	1,500.00
16.0000	16,000.00	1,600.00	16,000.00	1,600.00	16,000.00	1,600.00	16,000.00	1,600.00	16,000.00	1,600.00
17.0000	17,000.00	1,700.00	17,000.00	1,700.00	17,000.00	1,700.00	17,000.00	1,700.00	17,000.00	1,700.00
18.0000	18,000.00	1,800.00	18,000.00	1,800.00	18,000.00	1,800.00	18,000.00	1,800.00	18,000.00	1,800.00
19.0000	19,000.00	1,900.00	19,000.00	1,900.00	19,000.00	1,900.00	19,000.00	1,900.00	19,000.00	1,900.00
20.0000	20,000.00	2,000.00	20,000.00	2,000.00	20,000.00	2,000.00	20,000.00	2,000.00	20,000.00	2,000.00
TOTAL	200,000.00	200.00	200,000.00	200.00	200,000.00	200.00	200,000.00	200.00	200,000.00	200.00

Handwritten signature and date: 1/24/2010

New Hampshire Department of Health and Human Services
Exhibit D



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

[Signature]
Date 4/25/2020

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)

Mohawk Collaborative
105 Castle Street
Keene, NH 03431

Sullivan County Service Center
224 Elm Street
Claremont, NH 03743

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

Vendor Name:

4/28/2020
Date

Maryanne Ferguson
Name: Maryanne B. Ferguson
Title: Executive Director

Vendor Initials: MBF
Date: 4/28/2020

New Hampshire Department of Health and Human Services
Exhibit E



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.

4/28/2020
Date

Vendor Name: Moradnock Collaborative
Margaret B. Ferguson
Name: Margaret B. Ferguson
Title: Executive Director

Exhibit E - Certification Regarding Lobbying

Vendor Initials: MBF
Date: 4/28/2020

New Hampshire Department of Health and Human Services
Exhibit F



**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

[Signature]
Date 4/28/2020

New Hampshire Department of Health and Human Services
Exhibit F



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: *Moradnock Collaborative*

4/28/2020
Date:

Margaret Ferguson
Name: *Margaret P. Ferguson*
Title: *Executive Director*

Vendor initials: *MBA*
Date: *4/28/2020*

New Hampshire Department of Health and Human Services
Exhibit G



**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. 13278 (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

Vendor Initials

[Handwritten Signature]

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

Date 4/28/2020

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: *Monadnock Collaborative*

4/28/2020
Date

Maryanne B. Ferguson
Name: *Maryanne B. Ferguson*
Title: *Executive Director*

Exhibit G

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

Vendor Initials

MBF

Date *4/28/2020*

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The 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: *Monadnock Collaborative*

4/28/2020
Date

Margaret Ferguson
Name: *Margaret B. Ferguson*
Title: *Executive Director*

Vendor Initials: *MFB*
Date: *4/28/2020*

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, 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

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

[Signature]
Date 4/28/2020

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

3/2014

Contractor Initials

[Signature]
Date 4/18/2000

New Hampshire Department of Health and Human Services



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

3/2014

Contractor Initials

MUB
Date 4/25/2020

New Hampshire Department of Health and Human Services



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

Contractor Initials

Date 4/28/2020

New Hampshire Department of Health and Human Services



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.

3/2014

Contractor Initials

PMCA
Date 4/28/2020

New Hampshire Department of Health and Human Services



Exhibit I

- e. Severability. 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 State
 Signature of Authorized Representative
 Name of Authorized Representative
 Title of Authorized Representative
 Date

Monadnock Collaborative
 Name of the Contractor
 Signature of Authorized Representative
 Name of Authorized Representative
 Title of Authorized Representative
 Date

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

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

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

Contractor Name: *Moradnock Collaborative*

4/28/2020
Date

Margaret B. Ferguson
Name: *Margaret B. Ferguson*
Title: *Executive Director*

Contractor Initials: *MBS*
Date: 4/28/2020

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: 078365403
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: _____

[Handwritten Signature]
4/28/2020

New Hampshire Department of Health and Human Services
Exhibit K
DHHS Information Security Requirements



A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's 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/doi/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



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

AKB
4/25/2020

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

This Amendment to the ServiceLink Aging and Disability Resource Center Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Tri-County Community Action Program, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 20, 2020, (Item #18), as amended with Governor approval on December 30, 2020 and presented to the Executive Council on February 17, 2021 (Informational Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions to Standard Contract Provisions, Subsection 1.2., the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2024
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$754,195.60
3. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B Amendment #2, Scope of Services in order to correct various scribes' errors and align scope with necessary services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, Section 1 to read:
 1. This Agreement is funded by:
 - 1.1. 57.23%, Federal Funds, as follows:
 - 1.1.1. 2.78% United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667), FAIN: 2101NHSOSR.
 - 1.1.2. 9.63% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 21AANHT3FC.
 - 1.1.3. 27.82% United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID.
 - 1.1.4. 6.75% United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03.
 - 1.1.5. 6.89% United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-04.
 - 1.1.6. 2.50% United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00.

- 1.1.7. 0.67% United States Department of Health and Human Services, Money Follows the Person Rebalancing Demonstration, (CFDA #93.791), FAIN 1LICMS300148-01-10.
- 1.1.8. 0.12% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services, (ALN# 93.044), FAIN 2001NHSSC3, CARES ACT Title III.
- 1.1.9. 0.07% United States Department of Health and Human Services, Administration for Community Living, Office of Community Services, (ALN# 93.044), FAIN 2101NHSSC6, American Rescue Plan Title III-B.

1.2 42.77% General funds.

5. Modify Exhibit C, Payment Terms, Section 3, to read:

- 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 item, as specified in Exhibits C-1 Amendment #1, Budget through Exhibit C-4 Amendment #2, Budget.

6. Modify Exhibit C, Payment Terms, Section 4, to read:

- 4. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documents to the Department no later than the fifteenth (15th) working day of the following month. The Contractor shall:
 - 4.1. Ensure the invoice identifies and requests payment for allowable costs incurred in the previous month.
 - 4.2. Provide supporting documentation of allowable costs that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.3. Ensure the invoice is completed, dated and returned to the Department with the supporting documentation for authorized expenses, in order to initiate payment.

7. Modify Exhibit C, Payment Terms, Section 12, Subsection 12.1, to update the introductory language only as specified in Subsection 12.1 with no changes to Paragraphs 12.1.1 through 12.1.3, to read:

- 12.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

- 8. Add Exhibit C-3 Amendment #2 Budget, which is attached hereto and incorporated by reference herein.
- 9. Add Exhibit C-4 Amendment #2 Budget, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

5/10/2022
Date

DocuSigned by:
Melissa Hardy
Name: ~~Melissa Hardy~~ MELISSA HARDY
Title: Director, DLTSS

Tri-County Community Action Program, Inc.

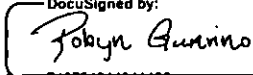
5/10/2022
Date

DocuSigned by:
Jeanne Robillard
Name: ~~Jeanne Robillard~~ JEANNE ROBILARD
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/10/2022
Date

DocuSigned by:

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

Scope of Services

1. Provisions Applicable to All Services

- 1.1. 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 meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in Coos County.
- 1.5. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.5.1. Serve as a highly visible and trusted place for New Hampshire residents of all ages and income limits to receive objective and unbiased information on a full range of long term care supports and services.
 - 1.5.2. Promote awareness of the various options available to people in their community.
 - 1.5.3. Refer individuals to needed services.
 - 1.5.4. Provide person-centered one-on-one assistance and decision support to individuals.
 - 1.5.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
 - 1.5.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.
 - 1.5.7. Serve all adults regardless of physical, intellectual or developmental disability or mental illness.

DS
JK

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 1.5.8. Provide information regarding community-based long-term supports and services.
- 1.5.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.

2. Statement of Work

2.1. ServiceLink Administrative Requirements

- 2.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice, and methods of services. The Contractor shall:
 - 2.1.1.1. Operate as an independent program.
 - 2.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
 - 2.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.
 - 2.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.
- 2.1.2. The Contractor shall occupy an independent office space that, at a minimum:
 - 2.1.2.1. Is an easily accessible area and location.
 - 2.1.2.2. Meets all applicable state and local building rules and ordinances.
 - 2.1.2.3. Has sufficient space that includes, but is not limited to:
 - 2.1.2.3.1. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.
 - 2.1.2.3.2. A confidential meeting room to accommodate a minimum of three (3) individuals.
 - 2.1.2.4. Has barrier-free/handicap access.
 - 2.1.2.5. Has appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:
 - 2.1.2.5.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.

DS
JR

5/10/2022

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 2.1.2.5.2. The New Hampshire Department of Military Affairs and Veterans Services.
- 2.1.2.6. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.4.2.1. Scheduling meetings.
 - 2.1.4.2.2. Inviting participants.
 - 2.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.4.2.5. Recording minutes from each meeting.
 - 2.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) business days after each meeting.
 - 2.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, which may include, but are not limited to:
 - 2.1.4.3.1. State or regional hospitals.
 - 2.1.4.3.2. Senior centers.
 - 2.1.4.3.3. Physician practices.

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

EXHIBIT B Amendment #2

- 2.1.4.3.4. Home health agencies.
 - 2.1.4.3.5. Community mental health centers.
 - 2.1.4.3.6. Municipal health and welfare providers.
 - 2.1.4.3.7. Brain Injury Associations.
 - 2.1.4.3.8. Centers for Independent Living.
 - 2.1.4.3.9. Department of Military Affairs and Veteran Services.
 - 2.1.4.3.10. Adult Protective Services.
 - 2.1.4.3.11. Information and referral/2-1-1 programs.
 - 2.1.4.3.12. Regional Public Health Networks.
 - 2.1.4.3.13. Other community-based organizations.
 - 2.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
 - 2.1.5. The Contractor shall utilize the Refer/Navigate database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.2. Quality Assurance
- 2.2.1. The Contractor shall develop and implement a locally-based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:
 - 2.2.1.1. Meet the needs of individuals;
 - 2.2.1.2. Are sustained throughout the geographic area; and
 - 2.2.1.3. Produce measurable results.
 - 2.2.2. The Contractor shall conduct consumer satisfaction surveys on an ongoing basis to measure consumer satisfaction with delivered services. The Contractor shall:
 - 2.2.2.1. Utilize the Department's approved survey tool;
 - 2.2.2.2. Distribute the survey to consumers as directed by the Department;
 - 2.2.2.3. Collect completed surveys, as applicable; and
 - 2.2.2.4. Enter each completed survey into an online database as directed by the Department.

2.3. Outreach and Education

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- 2.3.1. The Contractor shall deliver outreach and education services to promote ServiceLink services.
- 2.3.2. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.
- 2.3.3. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
- 2.3.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence with service providers including, but not limited to:
 - 2.3.4.1. Faith Based Communities and/or Parish Nurses.
 - 2.3.4.2. The Social Security Administration.
 - 2.3.4.3. Low income housing sites.
 - 2.3.4.4. Senior Centers.
- 2.3.5. The Contractor shall implement the Department-approved outreach and marketing plan, which includes, but is not limited to:
 - 2.3.5.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.
 - 2.3.5.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
 - 2.3.5.3. Strategies to assess the effectiveness of outreach and marketing activities.
 - 2.3.5.4. Feedback loops to monitor and modify outreach and marketing activities as needed.

2.4. Training

- 2.4.1. The Contractor shall ensure all staff, including but not limited to the site manager, receive training within one (1) year of hire, that includes, but is not limited to:
 - 2.4.1.1. Outreach and education trainings.

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- 2.4.1.2. Person-Centered Options Counseling training.
 - 2.4.1.3. Safeguarding the confidentiality of all clients, as required by state and federal laws.
 - 2.4.1.4. Alliance of Information and Referral Standards (AIRS) Certification training.
 - 2.4.1.5. SHIP/SMP Certification through the attendance of a Medicare 101 training, or be fully SHIP-certified if the staff member is a SHIP counselor.
 - 2.4.1.6. SMP Foundations training.
- 2.5. Information & Referral/Assistance Plan and Person-Centered Options Counseling
- 2.5.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:
 - 2.5.1.1. A description of all systematic processes to ensure consistent delivery of services.
 - 2.5.1.2. All services and resources available to the population of the geographic region.
 - 2.5.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.
 - 2.5.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer/Navigate Manual, and as amended.
 - 2.5.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).
 - 2.5.5. The Contractor shall utilize the Refer/Navigate database to provide the most current information available to clients.
 - 2.5.6. The Contractor shall provide the Refer/Navigate Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer/Navigate Manual, and as amended.
 - 2.5.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
- 2.6. Specialized Care Transition Counseling and Support Services
- 2.6.1. The Contractor shall assist individuals, regardless of income, with avoiding unnecessary placements in institutional settings including, but

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not limited to nursing homes, rehabilitation facilities, and transitional housing settings.

- 2.6.2. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.
- 2.6.3. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:
 - 2.6.3.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.
 - 2.6.3.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contractor shall:
 - 2.6.3.2.1. Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems;
 - 2.6.3.2.2. Establish a process for identifying individuals and caregivers in need of transition support services;
 - 2.6.3.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, coordination;
 - 2.6.3.2.4. Perform consultation services for hospital staff regarding available LTSS in the community; and
 - 2.6.3.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
 - 2.6.3.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services.
 - 2.6.3.4. Engaging individuals while they are in an acute care setting in order to assist with transitioning to home and community-based settings, which includes, but is not limited to:

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- 2.6.3.4.1. Facilitating the coordination of services and supports needed for transition.
- 2.6.3.4.2. Providing individuals with a safe and secure setting.
- 2.6.3.5. Assisting in the prevention of hospital readmission.
- 2.6.4. The Contractor shall ensure staff performing Specialized Care Transition Counseling and Support are equipped to provide services that include, but are not limited to:
 - 2.6.4.1. Hospital and nursing home discharge planning meetings.
 - 2.6.4.2. Meetings with individuals and family members according to their preferences and goals for transition.
 - 2.6.4.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.6.4.4. Documenting contacts on behalf of transitioning individuals in the Refer/Navigate database.
 - 2.6.4.5. Developing transition plans for clients and assisting individuals with finding and accessing home and community-based services according to the transition plan.
- 2.7. Long Term Supports and Services (LTSS) Eligibility Determination Services
 - 2.7.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.
 - 2.7.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:
 - 2.7.2.1. Assisting individuals with determining appropriate payment and delivery of services.
 - 2.7.2.2. Providing individuals with financial assessment, as applicable.
 - 2.7.2.3. Assisting clients with accessing community-based LTSS programs.
 - 2.7.2.4. Developing processes for accessing public LTSS programs.
 - 2.7.2.5. Ensuring eligibility documents are completed and submitted to the Department.
 - 2.7.2.6. Collaborating with the Department to assess and determine client eligibility.

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- 2.7.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.
- 2.7.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.
- 2.7.2.9. Providing additional Person-Centered Options and Counseling to individuals determined ineligible for LTSS, as appropriate.
- 2.7.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.
- 2.7.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.
- 2.7.3. The Contractor shall collaborate with State and community programs, which may include, but are not limited to, the NH Caregiver Program, home-delivered meals, congregate meals, and in-home care services, which may serve Medicare beneficiaries across New Hampshire to determine program eligibility for individuals seeking services, to facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education on Medicare and other community-based programs.

2.8. Specialty Program Services

2.8.1. Family Caregiver Support Program Services

- 2.8.1.1. The Contractor shall ensure staff maintain knowledge of current community resources.
- 2.8.1.2. The Contractor shall ensure:
 - 2.8.1.2.1. A minimum of one (1) staff member is trained as a class leader in an evidence-based curriculum for caregivers, such as Powerful Tools for Caregivers (PTC); or
 - 2.8.1.2.2. A minimum of two (2) individuals in the geographic area are trained in an evidenced-based curriculum for caregivers such as the PTC curriculum.
- 2.8.1.3. The Contractor shall facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training or other evidenced-based curriculum for caregivers to a minimum of five (5) caregivers on an annual basis.
- 2.8.1.4. The Contractor shall facilitate caregiver support groups, as needed.

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- 2.8.1.5. The Contractor shall collaborate with other caregiver support service agencies within the geographic area.
- 2.8.1.6. The Contractor shall ensure staff attend the Department's Family Caregiver Support Program meetings.
- 2.8.1.7. The Contractor shall conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population on an annual basis.
- 2.8.1.8. The Contractor shall monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.
- 2.8.1.9. The Contractor shall participate in an annual program review as determined by the Department.
- 2.8.1.10. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.8.1.11. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.8.1.12. The Contractor shall provide a minimum of bimonthly contract with the caregivers they support.
- 2.8.1.13. The Contractor shall ensure all new staff who administer the NH Family Caregiver Support Program:
 - 2.8.1.13.1. Are trained by a BEAS Designee; and
 - 2.8.1.13.2. Are monitored for progress within Program, including, but not limited to, remaining current on all Family Caregiver Support Program services, policies and procedures.
- 2.8.1.14. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.8.1.15. The Contractor shall provide copies of approved service plans and budgets to the Department's Financial Management contractor.
- 2.8.1.16. The Contractor shall comply with the Department policies and procedures relative to fiscal management for bill paying and employer of record services.

2.8.2. State Health Insurance Program (SHIP) Assistance

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- 2.8.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
- 2.8.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through SHIP.
- 2.8.2.3. The Contractor shall provide personalized counseling services.
- 2.8.2.4. The Contractor shall provide targeted community outreach in order to:
 - 2.8.2.4.1. Increase consumer understanding of Medicare program benefits; and
 - 2.8.2.4.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
- 2.8.2.5. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
 - 2.8.2.5.1. Assisting individuals with enrolling in appropriate benefit plans.
 - 2.8.2.5.2. Providing continued enrollment assistance in Medicare prescription drug coverage.
- 2.8.2.6. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.
- 2.8.2.7. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently; SHIP Training and Reporting System (STARS).
- 2.8.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services
 - 2.8.3.1. The Contractor shall educate the public on topics that include, but are not limited to:
 - 2.8.3.1.1. Part D prescription drugs in rural areas.
 - 2.8.3.1.2. Medicare preventative services.
 - 2.8.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.

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- 2.8.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses, as well as awareness of Medicare preventive services, by distributing promotional materials developed by CMS, ACL and the Department.
- 2.8.3.3. The Contractor shall implement a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month which includes, but is not limited to:
 - 2.8.3.3.1. Mailing introductory letters regarding the program to agencies which may include, but are not limited to:
 - 2.8.3.3.1.1. Town offices;
 - 2.8.3.3.1.2. Housing sites;
 - 2.8.3.3.1.3. Home health agencies;
 - 2.8.3.3.1.4. Faith-based Communities and parish nurses;
 - 2.8.3.3.1.5. Public libraries;
 - 2.8.3.3.1.6. Fuel assistance agencies;
 - 2.8.3.3.1.7. Hospital public affairs managers;
 - 2.8.3.3.1.8. Pharmacies;
 - 2.8.3.3.1.9. Medical practices and
 - 2.8.3.3.1.10. Other community partners.
 - 2.8.3.3.2. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic area served;
 - 2.8.3.3.3. Drafting scripts for radio, newspapers, and public service announcements with Department approval prior to publication; and
 - 2.8.3.3.4. Purchasing media in the local area.
- 2.8.3.4. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).

2.8.4. Senior Medicare Patrol (SMP) Services

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- 2.8.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
- 2.8.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and education outreach planning.
- 2.8.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded Medicare awareness and coverage.
- 2.8.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
- 2.8.4.5. The Contractors shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
- 2.8.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.
- 2.8.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
- 2.8.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.8.5. Veteran Directed Care (VDC)
 - 2.8.5.1. The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VDC Program staffing requirements and procedures.
 - 2.8.5.2. The Contractor shall collaborate with and accepting referrals from:
 - 2.8.5.2.1. The White River Junction Veterans Affairs Medical Center; and

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- 2.8.5.2.2. The Manchester Veterans Affairs Medical Center.
- 2.8.5.3. The Contractor shall contact veterans referred to the VDC program by telephone, email, or other recognized means of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.
- 2.8.5.4. The Contractor shall assist veterans with determining the most appropriate services that will meet their needs.
- 2.8.5.5. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
- 2.8.5.6. The Contractor shall assist veterans with meeting LTSS needs, including but not limited to, identifying backup plans of support.
- 2.8.5.7. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
- 2.8.5.8. The Contractor shall monitor veteran budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.
- 2.8.5.9. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.
- 2.8.5.10. The Contractor shall comply with staff training requirements to provide the VDC and Financial Management Services, as applicable.
- 2.8.5.11. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:
- 2.8.5.11.1. Monthly VDC calls.
- 2.8.5.11.2. VDC sponsored trainings.
- 2.8.5.11.3. VDC sponsored webinars.
- 2.8.5.12. The Contractor shall participate in VAMC quarterly program meetings.
- 2.8.5.13. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.

2.8.6. Bureau of Housing Services Assessments

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2.8.6.1. The Contractor shall complete the Person-Centered Planning assessment with clients referred from the Bureau of Housing Services (BHS), at the direction of BHS, only so long as funding related to the BHS-Medicaid 1915i waiver is available to reimburse for the assistance provided.

3. Performance Measures and Reporting Requirements

- 3.1. The Contractor shall report on data collected in the Refer/Navigate system to the Department in a Department approved format, as requested.
- 3.2. The Contractor shall provide quarterly narrative reports regarding community partnerships and outreach as outlined by the Department.
- 3.3. The Contractor shall maintain a record of completed staff training and education, including Medicare training, to be made available to the Department upon request.
- 3.4. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging and agrees to enter all needed data in the database accurately and timely.
- 3.5. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department , which must include, but is not limited to:
 - 3.5.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum or other evidenced-based curriculum for caregivers.
 - 3.5.2. Number of Powerful Tools for Caregivers or other evidenced-based training session for caregivers coordinated and/or conducted annually.
 - 3.5.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers or other evidenced-based curriculum for caregiver trainings.
 - 3.5.4. Expenditures and expenses for outreach activities.
 - 3.5.5. Average annual income of caregivers including, but not limited to, those who:
 - 3.5.5.1. Receive grants;
 - 3.5.5.2. Receive training;
 - 3.5.5.3. Receive I & R supports;
 - 3.5.5.4. Receive counseling; or
 - 3.5.5.5. Participate in support groups.

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- 3.6. The Contractor shall report on the following ACL performance measures on the SHIP/STARS Beneficiary Forms:
- 3.6.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.
 - 3.6.2. Contacts with Medicare beneficiaries under 65 – Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.
 - 3.6.3. Hard-to-Reach Contacts – Percentage of Low-income, rural, and non-native English contacts per total “hard-to-reach” Medicare beneficiaries in the State.
 - 3.6.4. Enrollment Contacts – Percentage of unduplicated enrollment contacts with one or more qualifying enrollment topics discussed per total Medicare beneficiaries in the State.
- 3.7. The Contractor shall report on the following ACL performance measures on the Monthly Outreach and Activities (AKA the Check and Balance) reports due to the Department by the 15th of each month for the prior month:
- 3.7.1. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.
 - 3.7.2. Implementation of promotional activities for Medicare’s Wellness and Preventive Screening Services.
 - 3.7.3. The number of individuals provided with education about: LIS, MSP, and Medicare prescription drug coverage in rural areas.
- 3.8. The Contractor shall demonstrate partnerships and evaluate effectiveness and lessons learned in the Quarterly SHIP and SMP progress reports.
- 3.9. The Contractor shall effectively advertise, promote, and conduct SHIP, MIPPA, and/or SMP educational outreach and/or enrollment event activities at a minimum of one (1) time per month.

4. Staffing

- 4.1. The Contractor shall ensure staff follow the National Association of Social Workers’ Code of Ethics.
- 4.2. The Contractor shall provide staff as follows:
 - 4.2.1. One (1) full-time equivalent (FTE) Program Manager.
 - 4.2.2. Staff with the proper trainings and certifications to provide Information & Referral/Assistance (I&R/A) services; Person-Centered Options Counseling; and Person-Centered Transition Support.

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- 4.2.3. Staff for the NH Family Caregiver Program at no less than .5 FTE.
- 4.2.4. Staff for the SHIP, SMP, and MIPPA services at no less than .25 FTE.
- 4.3. Criminal Background Check and BEAS State Registry Checks
 - 4.3.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
 - 4.3.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
 - 4.3.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
 - 4.3.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
 - 4.3.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the selected Vendor. The BEAS State Registry check must be provided to the Department upon request by the Department.

5. Exhibits Incorporated

- 5.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 5.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 5.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

6. Additional Terms

- 6.1. Impacts Resulting from Court Orders or Legislative Changes

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- 6.1.1. 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.
- 6.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services
 - 6.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 6.3. Credits and Copyright Ownership
 - 6.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
 - 6.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
 - 6.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 6.3.3.1. Brochures.
 - 6.3.3.2. Resource directories.
 - 6.3.3.3. Protocols or guidelines.
 - 6.3.3.4. Posters.
 - 6.3.3.5. Reports.
 - 6.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.
- 6.4. Operation of Facilities: Compliance with Laws and Regulations

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6.4.1. 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 Agreement the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6.5. Eligibility Determinations

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

6.5.2. Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

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

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

7. Records


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

**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**


EXHIBIT B Amendment #2

- 7.1.1. 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.
- 7.1.2. 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.
- 7.1.3. 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.
- 7.1.4. Medical records on each patient/recipient of services.
- 7.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <i>Tri-County Community Action Program, Inc.</i> Budget Request for: <i>ServiceLink Aging and Disability Resource Center Services</i> Budget Period: <i>7/1/2022-6/30/2023</i> Indirect Cost Rate (if applicable): <i>12.00%</i>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$125,471
2. Fringe Benefits	\$27,179
3. Consultants	\$1,000
4. Equipment <i>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.</i>	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$737
6. Travel	\$1,000
7. Software	\$250
8. (a) Other - Marketing/Communications	\$25
8. (b) Other - Education and Training	\$750
8. (c) Other - Other (specify below)	
<i>Other Occupancy</i>	\$6,500
<i>Other Phone</i>	\$2,212
<i>Other Postage</i>	\$300
<i>Other - Outreach</i>	\$600
<i>Other - Printing</i>	\$2,000
9. Subrecipient Contracts	\$0
Total Direct Costs	\$168,024
Total Indirect Costs	\$20,163
TOTAL	\$188,187


 Contractor Initials _____
 Date 5/10/2022

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <i>Tri-County Community Action Program, Inc.</i> Budget Request for: <i>ServiceLink Aging and Disability Resource Center Services</i> Budget Period <i>7/1/2023-6/30/2024</i> Indirect Cost Rate (if applicable) <i>12.00%</i>	
Line Item	Program Cost - Funded by DHHS
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5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$737
6. Travel	\$1,000
7. Software	\$250
8. (a) Other - Marketing/Communications	\$25
8. (b) Other - Education and Training	\$750
8. (c) Other - Other (specify below)	
<i>Other Occupancy</i>	\$6,500
<i>Other Phone</i>	\$2,212
<i>Other Postage</i>	\$300
<i>Other - Outreach</i>	\$600
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9. Subrecipient Contracts	\$0
Total Direct Costs	\$168,024
Total Indirect Costs	\$20,163
TOTAL	\$188,187


 Contractor Initials _____
 Date 5/10/2022

State of New Hampshire

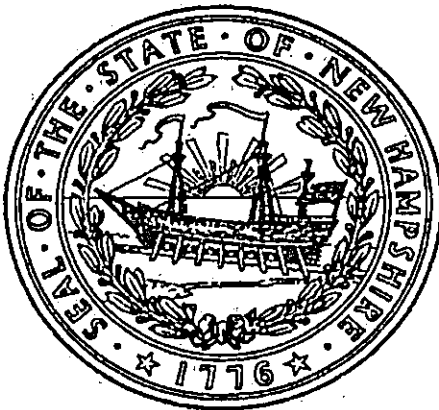
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 18, 1965. 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: 63020

Certificate Number: 0005774957



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of May A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Sandy Alonzo, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Board Chair of Tri-County Community Action Program, Inc.
(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 May 25th, 20 21, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jeanne Robillard (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Tri-County Community Action Program, Inc. 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: 5/10/2022

DocuSigned by:
Sandy Alonzo

Signature of Elected Officer
Name: Sandy Alonzo
Title: Board Chair



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/26/2022

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

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

PRODUCER FIA/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Andrea Nicklin PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Tri-County Community Action Program, Inc 30 Exchange Street Berlin NH 03570	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: Philadelphia Indemnity Ins Co</td> <td style="width: 20%;">NAIC # 18058</td> </tr> <tr> <td>INSURER B: Granite State Health Care and Human Services Self-</td> <td>524292</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: Philadelphia Indemnity Ins Co	NAIC # 18058	INSURER B: Granite State Health Care and Human Services Self-	524292	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Philadelphia Indemnity Ins Co	NAIC # 18058												
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INSURER C:													
INSURER D:													
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** 21-22 All Lines 22-23 WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSD	Y/YD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2293454	07/01/2021	07/01/2022	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	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			PHPK2293461	07/01/2021	07/01/2022	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 checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB774416	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	HCHS20220000058 (3a.) NH	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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)

CERTIFICATE HOLDER Contracts & Procurement DHHS - State of NH 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

MISSION STATEMENT

Tri-County Community Action Program provides opportunities to strengthen communities by improving the lives of low to moderate income families and individuals.

VISION STATEMENT

Individuals and families are empowered to create vibrant communities and foster self-sufficiency.

VALUES STATEMENT

Tri-County Community Action Program, values a culture of integrity.

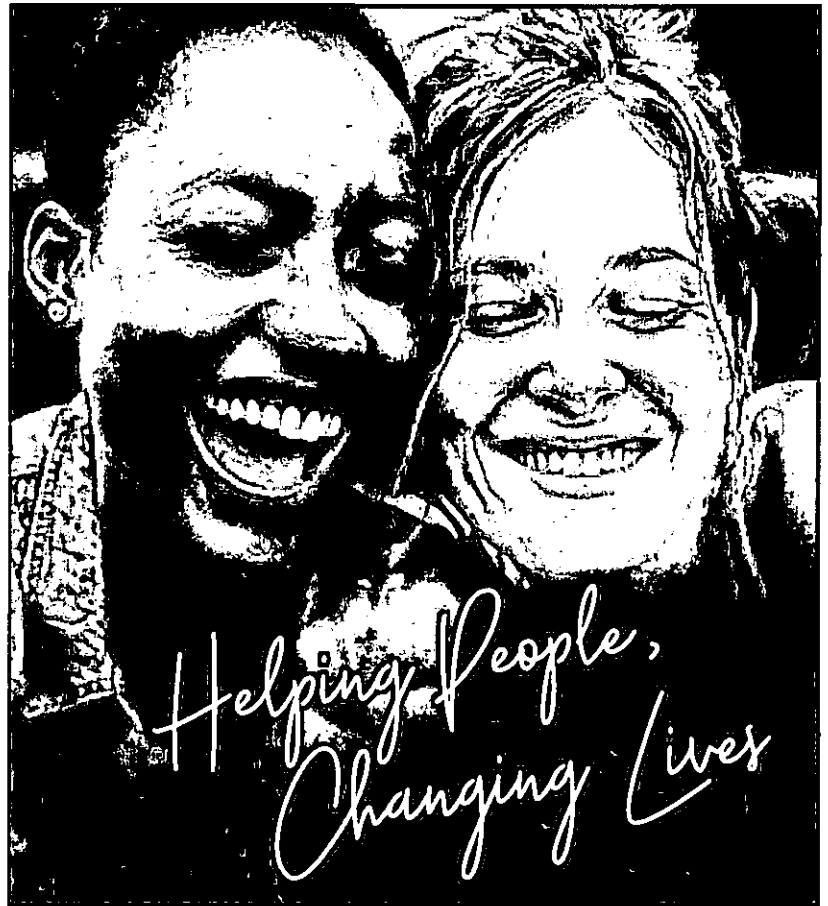
This Includes:

1. Transparency in all our interactions and communications, stressing accountability to ourselves as an organization and to those we serve.
2. Connection to community. We value our community partners and work to build strong partnerships that unite us all in the common goal of improving the lives of others.
3. Recognition of our mutual humanity. We treat customers, co-workers and colleagues with compassion, fairness, dignity and respect.
4. We value the empowerment of those who seek our services, believing that empowerment leads to improved self-worth and enables those we serve to fully participate in their communities and share their success with others:



TRI-COUNTY COMMUNITY ACTION

Serving Coös, Carroll & Grafton Counties since 1965



30 Exchange St., Berlin, NH 03570
Phone: (603) 752-7001
www.tccap.org

Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
AND AFFILIATE

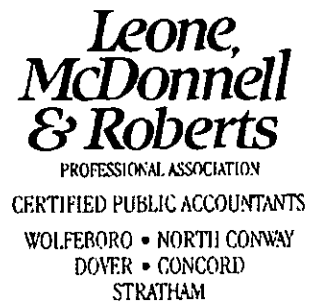
**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020
AND
INDEPENDENT AUDITORS' REPORTS**

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

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To the Board of Directors of
Tri-County Community Action Program, Inc. and Affiliate
Berlin, New Hampshire

INDEPENDENT AUDITORS' REPORT

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Tri-County Community Action Program, Inc. and Affiliate (New Hampshire nonprofit organizations), which comprise the consolidated statements of financial position as of June 30, 2021 and 2020, the related consolidated statements of functional expenses and cash flows for the years then ended, the related consolidated statement of activities for the year ended June 30, 2021 and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated 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 consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgement, including the assessment of the risks of material misstatement of the consolidated 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 consolidated 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 consolidated financial statements.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Tri-County Community Action Program, Inc. and Affiliate as of June 30, 2021 and 2020, and its consolidated cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2021, in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Tri-County Community Action Program, Inc. and Affiliate's 2020 consolidated financial statements, and we expressed an unmodified audit opinion on those consolidated financial statements in our report dated October 28, 2020. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2020, is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

Other Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 28, 2020, on our consideration of Tri-County Community Action Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Tri-County Community Action Program, Inc.'s internal control over financial reporting and compliance.

*Leone McDonnell & Roberts
Professional Association*

November 19, 2021
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2021 AND 2020**

	<u>ASSETS</u>	
	<u>2021</u>	<u>2020</u>
CURRENT ASSETS		
Cash and cash equivalents	\$ 3,237,032	\$ 2,257,081
Restricted cash, Guardianship Services Program	1,317,839	796,937
Accounts receivable	1,617,249	1,322,852
Property held for sale	-	47,000
Pledges receivable	216,423	307,017
Inventories	52,985	102,430
Prepaid expenses	<u>53,594</u>	<u>77,882</u>
Total current assets	<u>6,495,122</u>	<u>4,911,199</u>
PROPERTY		
Property and equipment	12,917,935	12,344,805
Less accumulated depreciation	<u>(5,850,185)</u>	<u>(5,601,944)</u>
Property, net	<u>7,067,750</u>	<u>6,742,861</u>
OTHER ASSETS		
Restricted cash	<u>439,822</u>	<u>384,711</u>
TOTAL ASSETS	<u>\$ 14,002,694</u>	<u>\$ 12,038,771</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of long term debt	\$ 129,155	\$ 437,843
Current portion of capital lease obligations	-	3,554
Accounts payable	4,303	180,427
Accrued compensated absences	233,907	243,779
Accrued salaries	383,435	49,059
Accrued expenses	266,595	137,304
Refundable advances	324,140	181,463
Other liabilities	<u>1,400,645</u>	<u>850,982</u>
Total current liabilities	<u>2,742,180</u>	<u>2,084,411</u>
LONG TERM DEBT		
Long term debt, net of current portion	<u>4,577,505</u>	<u>4,792,557</u>
Total liabilities	<u>7,319,685</u>	<u>6,876,968</u>
NET ASSETS		
Without donor restrictions	6,199,624	4,565,253
With donor restrictions	<u>483,385</u>	<u>596,550</u>
Total net assets	<u>6,683,009</u>	<u>5,161,803</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 14,002,694</u>	<u>\$ 12,038,771</u>

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**CONSOLIDATED STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2021
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2021 Total</u>	<u>2020 Total</u>
REVENUES AND OTHER SUPPORT				
Grants and contracts	\$ 18,296,354	\$ 415,056	\$ 18,711,410	\$ 14,909,313
Program funding	1,177,937	-	1,177,937	1,084,133
Utility programs	2,659,293	-	2,659,293	1,923,653
In-kind contributions	364,580	-	364,580	455,826
Contributions	462,340	-	462,340	326,215
Fundraising	1,802	-	1,802	32,544
Rental income	684,169	-	684,169	635,559
Interest income	888	-	888	923
(Loss) gain on disposal of property	(27,288)	-	(27,288)	257,717
Loss on write down of property held for sale	-	-	-	(255,492)
Other revenue	13,364	-	13,364	4,379
	<u>23,633,439</u>	<u>415,056</u>	<u>24,048,495</u>	<u>19,374,770</u>
NET ASSETS RELEASED FROM RESTRICTIONS	<u>528,221</u>	<u>(528,221)</u>	<u>-</u>	<u>-</u>
	<u>24,161,660</u>	<u>(113,165)</u>	<u>24,048,495</u>	<u>19,374,770</u>
FUNCTIONAL EXPENSES				
Program Services:				
Agency Fund	1,017,860	-	1,017,860	1,047,356
Head Start	2,856,419	-	2,856,419	2,769,065
Guardianship	760,053	-	760,053	769,597
Transportation	870,078	-	870,078	991,504
Volunteer	96,817	-	96,817	94,845
Workforce Development	40,175	-	40,175	346,114
Carroll County Dental	669,641	-	669,641	653,810
Support Center	356,359	-	356,359	558,244
Homeless	4,760,909	-	4,760,909	800,148
Energy and Community Development	8,541,527	-	8,541,527	7,824,201
Elder	1,192,453	-	1,192,453	1,149,136
Housing Services	192,010	-	192,010	220,900
	<u>21,354,301</u>	<u>-</u>	<u>21,354,301</u>	<u>17,224,920</u>
Supporting Activities:				
General and administrative	1,172,988	-	1,172,988	1,062,613
Fundraising	-	-	-	2,880
	<u>1,172,988</u>	<u>-</u>	<u>1,172,988</u>	<u>1,065,493</u>
	<u>22,527,289</u>	<u>-</u>	<u>22,527,289</u>	<u>18,290,413</u>
CHANGE IN NET ASSETS	1,634,371	(113,165)	1,521,206	1,084,357
NET ASSETS, BEGINNING OF YEAR	<u>4,565,253</u>	<u>596,550</u>	<u>5,161,803</u>	<u>4,077,449</u>
NET ASSETS, END OF YEAR	<u>\$ 6,199,624</u>	<u>\$ 483,385</u>	<u>\$ 6,683,009</u>	<u>\$ 5,161,806</u>

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2021

	Agency Fund	Head Start	Guerrero/Shipa	Transportation	Yohimbiner	Workforce Development	Carroll County Rental	Support Center	Homeless	Energy and Community Development	Elmer	Housing Services	Total	General & Administration	Fundraising	Total
Direct Expenses																
Payroll	\$ 420,822	\$ 1,590,871	\$ 518,354	\$ 427,482	\$ 53,158	\$ 14,240	\$ 758,217	\$ 111,708	\$ 498,438	\$ 1,356,878	\$ 541,938	\$ 34,084	\$ 5,823,278	\$ 857,059	\$ -	\$ 8,481,235
Payroll taxes and benefits	114,664	458,854	141,578	88,532	14,246	5,288	57,825	28,262	124,300	368,858	128,187	-	1,548,463	171,813	-	1,721,288
Assistance to clients	31,899	-	-	79,632	-	10,820	-	73,851	3,984,734	5,803,829	962	-	9,964,863	-	-	9,964,863
Consumable supplies	15,865	224,233	8,880	12,788	6,717	53	45,030	3,472	13,380	488,802	298,651	1,275	1,108,370	13,443	-	1,113,813
Space costs and rentals	4,875	195,497	42,825	15,783	4,884	8,708	485	1,248	25,218	140,400	53,722	-	488,878	82,807	-	588,883
Depreciation expense	168,408	55,544	-	69,021	-	-	40,214	11,084	2,439	38,832	3,333	67,389	448,284	1,151	-	449,435
In-kind expended	-	123,789	-	29,653	-	-	-	80,078	48,507	-	72,826	-	364,581	-	-	364,581
Consultants and contractors	-	8,937	1,370	-	-	-	281,033	-	-	44	10,318	-	218,702	19,424	-	238,126
Utilities	136,721	25,781	20,811	14,346	1,535	1,123	12,783	18,170	25,890	43,414	23,548	23,807	349,038	4,030	-	353,075
Travel and meetings	1,389	58,943	2,929	22,740	182	113	1,370	907	17,188	21,188	8,785	-	138,895	2,458	-	139,353
Other direct program costs	(28,110)	37,081	1,810	20,388	2,048	-	1,249	5,472	28,826	58,887	21,932	37,742	168,873	13,077	-	180,000
Fiscal and administrative	1,721	1,005	10,788	882	1,047	-	7,837	1,273	3,188	33,828	4,670	2,889	68,444	134,829	-	203,073
Building and grounds maintenance	107,973	21,907	130	7,907	72	-	4,819	7,441	6,791	68,567	5,298	11,141	242,344	-	-	242,344
Interest expense	98,971	18	449	4	-	-	38,240	10	3	720	3	-	137,418	(104)	-	137,312
Vehicle expense	2,158	-	-	73,585	-	-	-	-	-	84,898	-	-	180,732	-	-	180,738
Insurance	49,960	7,079	506	2,280	-	-	1,334	2,656	3,714	8,491	-	3,251	77,328	31,502	-	108,828
Maintenance of equipment and rental	(58,923)	51,182	9,017	8,888	13,173	-	(1,131)	83	2,539	24,134	12,430	18,822	70,314	28,351	-	98,665
Fixed fees	(30,811)	-	-	-	-	-	1,748	-	1,858	1,323	3,212	-	(23,374)	10,440	-	(11,894)
Total Direct Expenses	1,017,860	2,828,418	790,653	878,878	88,817	40,175	908,841	368,398	4,780,909	8,541,527	1,182,453	192,010	21,354,301	1,172,088	-	22,527,289
Indirect Expenses																
Indirect costs	130,891	292,769	83,180	78,104	8,042	2,961	72,259	21,593	81,587	289,488	120,217	-	1,172,888	(1,172,888)	-	-
Total Direct & Indirect Expenses	\$ 1,148,751	\$ 3,140,188	\$ 843,233	\$ 848,182	\$ 105,829	\$ 43,138	\$ 741,927	\$ 377,652	\$ 4,842,496	\$ 8,822,015	\$ 1,312,670	\$ 192,010	\$ 22,527,289	\$ -	\$ -	\$ 22,527,289

See Notes to Consolidated Financial Statements

TRICOUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020

	Agency Funds	Head Start	Guarantanty	Transportation	Volunteer	Workforce Development	Carroll County Parial	Support Center	Members	Energy and Community Development	Elder	Housing Services	Total	General & Administrative	Fundraising	Total	
Direct Expenses																	
Payroll	\$ 238,943	\$ 1,437,340	\$ 505,960	\$ 468,819	\$ 57,338	\$ 189,997	\$ 253,468	\$ 267,574	\$ 374,238	\$ 1,141,718	\$ 406,173	\$ 17,820	\$ 5,482,474	\$ 848,437	\$ -	\$ 8,130,811	
Payroll taxes and benefits	71,944	393,287	136,956	96,383	16,861	59,058	64,865	78,817	97,288	320,870	118,173	-	1,451,604	189,852	-	1,621,236	
Assistance to clients	68,533	73	-	90,787	-	8,841	-	85,565	182,974	5,694,176	-	-	6,131,279	-	-	6,131,279	
Consumable supplies	23,124	181,459	9,940	6,856	2,322	2,113	34,990	4,796	8,541	268,088	333,333	885	873,501	-	-	874,286	
Space costs and rentals	7,487	180,093	48,611	15,288	4,151	62,790	-	8,578	28,018	128,812	52,347	-	523,175	70,855	-	594,030	
Depreciation expense	169,309	61,571	-	50,182	-	-	43,660	12,070	1,433	36,263	3,433	67,389	426,310	3,157	-	438,467	
In-kind expended	-	273,892	-	68,017	6,729	-	-	37,739	57,179	-	11,250	-	453,828	-	-	453,828	
Consultants and contractors	2,208	9,412	3,848	-	-	-	198,772	-	-	325	19,448	-	234,009	13,749	-	247,756	
Utilities	151,738	24,798	19,037	16,499	1,336	8,989	10,474	25,964	23,399	42,618	25,060	23,303	373,161	6,903	-	380,064	
Travel and meetings	347	68,974	20,039	54,002	284	5,936	1,878	6,425	14,740	22,171	20,927	625	214,348	18,804	-	231,152	
Other direct program costs	45,642	52,207	1,745	17,588	2,992	200	1,749	678	5,625	30,901	44,545	58,950	281,110	4,561	2,880	286,551	
Fiscal and administrative	18,535	2,041	24,589	900	1,045	220	6,830	2,499	3,590	29,497	4,823	9,013	102,752	78,036	-	178,788	
Building and grounds maintenance	91,683	27,273	110	5,103	-	-	6,924	8,557	4,657	731	2,355	18,843	168,216	-	-	168,216	
Interest expense	107,855	290	525	71	8	-	21,942	102	-	1,983	-	-	132,768	531	-	133,297	
Vehicle expense	5,445	-	-	95,868	-	-	-	-	-	79,863	-	-	181,178	-	-	181,178	
Insurance	47,076	7,353	484	2,112	1,153	-	1,209	2,708	3,234	8,840	-	3,620	77,794	31,974	-	109,738	
Maintenance of equipment and rental	5,737	51,006	5,772	1,849	557	-	5,641	1,322	115	19,770	12,656	20,150	120,473	9,181	-	128,658	
Fixed fees	1,310	-	-	-	-	-	1,685	-	1,959	1,506	1,805	-	7,974	7	-	7,881	
Total Direct Expenses	1,047,366	2,769,065	769,587	991,504	94,643	348,114	833,810	558,244	800,148	7,824,201	1,148,136	220,900	17,224,020	1,062,613	2,880	18,290,413	
Indirect Expenses																	
Indirect costs	99,090	251,005	80,338	89,181	9,234	31,975	86,562	46,881	59,393	212,905	118,049	-	1,092,613	(1,092,613)	-	-	
Total Direct & Indirect expenses	\$ 1,146,456	\$ 3,020,070	\$ 849,925	\$ 1,080,685	\$ 104,078	\$ 378,089	\$ 720,372	\$ 605,125	\$ 859,541	\$ 8,037,106	\$ 1,266,185	\$ 220,900	\$ 18,287,533	\$ -	\$ 2,880	\$ 18,290,413	

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**CONSOLIDATED STATEMENTS OF CASH FLOWS**
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 1,521,206	\$ 1,084,357
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	450,040	436,197
Loss (gain) on disposal of property	27,288	(2,225)
(Increase) decrease in assets:		
Accounts receivable	(294,397)	(48,769)
Pledges receivable	90,594	(75,856)
Inventories	49,445	(16,544)
Prepaid expenses	24,288	(43,845)
Increase (decrease) in liabilities:		
Accounts payable	(176,124)	(41,144)
Accrued compensated absences	(9,872)	39,700
Accrued salaries	334,376	(161,893)
Accrued expenses	129,291	47,780
Refundable advances	142,677	(15,694)
Other liabilities	<u>549,663</u>	<u>252,787</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>2,838,475</u>	<u>1,454,851</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from disposal of property	25,000	4,495
Purchases of property and equipment	<u>(780,217)</u>	<u>(273,711)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(755,217)</u>	<u>(269,216)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment on long-term debt	(523,740)	(145,884)
Repayment on capital lease obligations	<u>(3,554)</u>	<u>(4,671)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(527,294)</u>	<u>(150,555)</u>
NET INCREASE IN CASH AND RESTRICTED CASH	1,555,964	1,035,080
CASH AND RESTRICTED CASH, BEGINNING OF YEAR	<u>3,438,729</u>	<u>2,403,649</u>
CASH AND RESTRICTED CASH, END OF YEAR	<u>\$ 4,994,693</u>	<u>\$ 3,438,729</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for:		
Interest	<u>\$ 135,643</u>	<u>\$ 131,879</u>

See Notes to Consolidated Financial Statements

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Principles of Consolidation

The consolidated financial statements include the accounts of Tri-County Community Action Program, Inc. and its affiliate, Cornerstone Housing North, Inc. The two organizations are consolidated because Tri-County Community Action Program, Inc. controls 100% of the voting power of Cornerstone Housing North, Inc. All significant intercompany items and transactions have been eliminated from the basic financial statements. Tri-County Community Action Program, Inc. (the Organization) is a New Hampshire non-profit corporation that operates a wide variety of community service programs which are funded primarily through grants or contracts from various federal, state, and local agencies. Cornerstone Housing North, Inc. (Cornerstone) is a New Hampshire nonprofit corporation that was incorporated under the laws of the State of New Hampshire for the acquisition, construction and operation of community-based housing for the elderly.

Nature of activities

The Organization's programs consist of the following:

Agency

Tri-County CAP Administration provides central program management support and oversight to the Organization's many individual programs. This includes planning and budget development, bookkeeping and accounting, payroll and HR services, legal and audit services, IT support, management support, financial support and central policy development.

Tri-County CAP Administration is the liaison between Tri-County Community Action Program, Inc.'s, Board of Directors and its programs, ensuring that programs comply with agreements made by the Board to funding sources and vendors.

Other responsibilities include the management and allocation of funding received through a Community Services Block Grant, as well as management of the Organization's real estate property.

Head Start

Head Start provides comprehensive services to low-income children and their families. Head Start supports children's growth and development in a positive learning environment through a variety of activities as well as providing services, which include in addition to early learning, health and family well-being. All children receive health and development screenings, nutritious meals, oral health and mental health support. Parents and families are supported in achieving their own goals, such as housing stability, continued education, and financial stability.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

Programs support and strengthen parent-child relationships as their child's primary educator. Head Start staff work as partners with parents to identify and provide individualized activities that support their child's growth and development.

Tri-County Community Action Head Start serves approximately 250 children in Carroll, Coos & Grafton counties in 9 locations with 13 center-based classrooms and 1 home-based option.

Guardianship

The Organization's Guardianship program provides advocacy and guardian services for the vulnerable population of New Hampshire residents (developmentally disabled, chronically mentally ill, traumatic brain injury, and the elderly suffering from Alzheimer's, dementia, and multiple medical issues) who need a guardian and who have no family member or friend willing, able, or suitable to serve in that capacity. This program serves over 400 individuals. Additional services include, conservatorship, representative payee-ship, federal fiduciary services, benefit management services and private probate accounting services.

Transportation

The Organization's transit program provides various transportation services: public bus routes, door-to-door service by request, long distance medical travel to medical facilities outside our regular service area, and special trips for the elderly to go shopping and enjoy other activities that are located outside the regular service area. The Organization's fleet of 17 wheelchair accessible vehicles offers transportation options to the elderly and disabled, as well as to the general public.

Volunteer

The Coos County Retired & Senior Volunteers Program (RSVP) maintains a minimum group of 393 volunteers, ages 55 and older, of which 225 actively served during the last reporting period. These volunteers share their skills, life experiences, and time with over 60 local non-profit and public agencies throughout Coos County that depend on volunteer assistance to meet the needs of their constituents. Our volunteers donate over 28,000 hours yearly.

Workforce Development

The Organization is assisting transitional and displaced workers as they prepare for new jobs, and also assisting currently-employed workers to gain the skills required for better jobs.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

The Organization is helping to implement New Hampshire's Unified State Plan for Workforce Development, in line with the federal Workforce Investment Act. Workforce training programs, with training facilities in three towns, provide temporary assistance for needy families (TANF) recipients with 20-30 hours per week of training in the areas of employment skills, computer skills, and business experience, and also place participating TANF recipients in community-based work experience sites.

Carroll County Dental

Tamworth Dental Center (the Center) offers state of the art quality oral healthcare to uninsured families and individuals. The Center offers a full array of services including preventative, restorative, and oral surgery. The Center accepts most dental insurances, state insurances, and offers a sliding fee scale based on income ratio to federal poverty guidelines. The school-based project of the Center has undergone modifications necessary due to the pandemic. 9 outreach schools within the vicinity of the Center will be made. Education, treatments, and referrals will be made available.

Support Center

The Organization's Support Center at Burch House provides direct service and shelter to victims and survivors of domestic and sexual violence and stalking in Northern Grafton County. Support Center services are accessible 24 hours a day, 365 days a year. They include: crisis intervention; supportive counseling; court, hospital and policy advocacy and accompaniment; emergency shelter; support groups; community education and outreach; violence prevention programs for students; information, referrals and assistance accessing other community resources.

Homeless

Homeless services include an outreach intervention and prevention project that strives to prevent individuals and families from becoming homeless, and assists the already homeless in securing safe, affordable housing. The Organization provides temporary shelter space for homeless clients.

The Organization also provides some housing rehabilitation services to help preserve older housing stock.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

Energy Assistance and Outreach

Energy Assistance Services provide fuel and electric assistance through direct pay to vendors or a discount on the client's bill. Community Contact sites allow local participants access to energy assistance programs and other emergency services. The offices provide information to the Organization's clients about other programs offered, as well as other programs available through other organizations in the community.

Low-Income Weatherization

The NH weatherization program helps low-income families, elderly, disabled, small children and individuals lower their home energy costs; increase their health, safety, and comfort; and improve the quality of living while improving housing stock in communities around the state utilizing energy cost saving, health and safety and carbon lowering measures. The NH Weatherization Assistance Program also creates local NH jobs.

Elder

The Organization's elder program provides senior meals in 14 community dining sites, home delivered meals (Meals on Wheels) to the frail and homebound elderly, and senior nutrition education and related programming. The Coos County ServiceLink Aging & Disability Resource Center assists with person-centered counseling, Medicare counseling, Medicaid assistance, long-term care counseling services, and caregiver supports.

Housing Services

Cornerstone Housing North, Inc. (Cornerstone) is subject to a Project Rental Assistance Contract (PRAC) with the United States Department of Housing and Urban Development (HUD), and a significant portion of their rental income is received from HUD.

Cornerstone includes a 12-unit apartment complex in Berlin, New Hampshire for the elderly. This operates under Section 202 of the National Housing Act and is regulated by HUD with respect to the rental charges and operating methods.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

Cornerstone has a Section 202 Capital Advance. Under guidelines established by the U.S. Office of Management and Budget *Uniform Guidance, Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, the Section 202 Capital Advance is considered to be a major program. A separate audit of Cornerstone's compliance with its major federal program in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States and the audit requirements of *Title 2 of U.S. Code of Federal Regulations part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements of Federal Awards (Uniform Guidance)*. An unmodified opinion was issued.

Method of accounting

The consolidated financial statements of Tri-County Community Action Program, Inc. have been prepared utilizing the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, as promulgated by the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC). Under this basis, revenue, other than contributions, and expenses are reported when incurred without regard to the date of receipt or payment of cash.

Basis of presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions include net assets that are not subject to any donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions include net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

The Organization has net assets with donor restrictions of \$483,385 and \$596,550 at June 30, 2021 and 2020, respectively. See **Note 13**.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

Contributions

Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Support that is restricted is reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as net assets with donor restrictions, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statement of activities as net assets released from restrictions.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from balances outstanding at year-end. Most of the receivables are amounts due from federal and state awarding agencies and are based on reimbursement for expenditures made under specific grants or contracts. A portion of the accounts receivable balance represents amounts due from patients at Carroll County Dental program. Past due receivables are written off at management's discretion using the direct write off method; this is not considered a departure from accounting principles generally accepted in the United State because the effects of the direct write off method approximate those of the allowance method. Management selects accounts to be written off after analyzing past payment history, the age of the accounts receivable, and collection rates for receivables with similar characteristics, such as length of time outstanding. The Organization does not charge interest on outstanding accounts receivable.

Property and Depreciation

Acquisitions of buildings, equipment, and improvements in excess of \$5,000 and all expenditures for repairs, maintenance, and betterments that materially prolong the useful lives of assets are capitalized. Buildings, equipment, and improvements are stated at cost less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the related assets.

Depreciation expense related to assets used solely by an individual program is charged directly to the related program. Depreciation expense for assets used by more than one program is charged to the program based upon a square footage or other similar allocation.

Depreciation expense related to administrative assets is included in the indirect cost pool and charged to the programs in accordance with the indirect cost plan. Maintenance and repairs that do not materially prolong the useful lives of assets are charged to expense as incurred.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

Estimated useful lives are as follows:

Buildings and improvements	20 to 40 years
Vehicles	5 to 8.5 years
Furniture and equipment	5 to 15 years

Client Rents and HUD Rent Subsidy

Cornerstone Housing North, Inc.'s rents are approved on an annual basis by the Department of Housing and Urban Development. Rental increases are prohibited without such approval. The clients are charged rent equal to 30% of their income less adjustments allowed by the Department of Housing and Urban Development. Rent subsidies are received from the Department of Housing and Urban Development for the difference between the allowed rents and the amounts received from the clients.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are performed or incurred. Funds received in advance of grantor conditions being met aggregated \$324,140 and \$181,463 as of June 30, 2021 and 2020, respectively.

Nonprofit tax status

The Organization is a *not-for-profit* Section 501(c)(3) organization in accordance with the Internal Revenue Code. It has been classified as an organization that is not a private foundation under the Internal Revenue Code and qualifies for a charitable contribution deduction for donors. The Organization files information returns in the United States. The Organization's Federal Form 990 (Return of Organization Exempt from Income Tax), is subject to examination by the IRS, generally for three years after it is filed.

The Organization follows FASB ASC 740, *Accounting for Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. The Organization does not believe they have taken uncertain tax positions, therefore, a liability for income taxes associated with uncertain tax positions has not been recognized.

Cornerstone Housing North, Inc. is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Organization to be other than a private foundation within the meaning of Section 509(a).

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

Retirement plan

The Organization maintains a tax-sheltered annuity plan under the provisions of Section 403(b) of the Internal Revenue Code. All employees are eligible to contribute to the plan beginning on the date they are employed. Each employee may elect salary reduction agreement contributions in accordance with limits allowed in the Internal Revenue Code. Employer contributions are at the Organization's annual discretion. In January 2013, employer contribution payments ceased, therefore as of June 30, 2021 and 2020, there were no discretionary contributions recorded. Further information can be obtained from the Organization's 403(b) audited financial statements.

Donated services and goods

Contributions of donated services that create or enhance non-financial assets or that require specialized skills and would typically need to be purchased if not provided by donation are recorded at their fair values in the period received.

Contributed noncash assets are recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as net assets with donor restrictions. In the absence of such stipulations, contributions of noncash assets are recorded as net assets without donor restrictions.

Donated property and equipment

Donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Such donations are reported as net assets without donor restrictions unless the donor has restricted the donated asset to a specific purpose. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as net assets with donor restrictions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the donated or acquired assets are placed in service as instructed by the donor. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

Promises to Give

Conditional promises to give are not recognized in the financial statements until the conditions are substantially met. Unconditional promises to give that are expected to be collected within one year are recorded at the net realizable value. Unconditional promises to give that are expected to be collected in more than one year are recorded at fair value, which is measured as the present value of their future cash flows. The discounts on those amounts are computed using risk-adjusted interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. In the absence of donor stipulations to the contrary, promises with payments due in future periods are restricted to use after the due date. Promises that remain uncollected more than one year after their due dates are written off unless the donors indicate that payment is merely postponed. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions. There were no unconditional promises to give that are expected to be collected in more than one year at June 30, 2021 and 2020.

As of June 30, 2021 and 2020, there were promises to give that were absent of donor stipulations, but restricted in regards to timing, and therefore classified as net assets with donor restrictions in the amount of \$216,423 and \$307,017, respectively. This amount is included in grants and contracts on the Consolidated Statement of Activities.

Use of estimates

The presentation 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 assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Fair Value of Financial Instruments

Accounting Standards Codification No. 825 (ASC 825), *Disclosures of Fair Value of Financial Instruments*, requires the Organization to disclose fair values of its financial instruments. The carrying amount of the Organization's financial instruments which consists of cash, accounts receivable, deposits and accounts payable, approximate fair value because of the short-term maturity of those instruments.

Functional allocation of expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

Program salaries and related expenses are allocated to the various programs and supporting services based on actual or estimated time employees spend on each function as reported on a timesheet.

Workers Compensation expenses are charged to each program based upon the classification of each employee and allocated to the various program based upon the time employees spend on each function as noted above.

Paid Leave is charged to a leave pool and is allocated to each program as a percentage of total salaries.

Fringe Benefits are charged to a Fringe Benefit Pool. These expenses include employer payroll taxes, pension expenses, health and dental insurance and unemployment compensation. The pool is allocated to each program based upon a percentage of salaries.

Depreciation expense is allocated to each program based upon specific assets used by the program and is reported as depreciation expense on the statements of functional expenses.

Other occupancy expenses are applicable to assets which are used by multiple programs. Buildings are primarily charged to the benefiting program based upon an analysis of square footage. Costs related to a building include depreciation, insurance, utilities, building maintenance, etc. These costs are reported as space costs on the statements of functional expenses.

Insurance: automobile insurance is allocated to programs based on vehicle usage; building liability insurance is allocated to programs based on square footage of the buildings; and insurance for furniture and equipment is allocated to programs using the book basis of the insured assets.

The remaining shared expenses are charged to an Indirect Cost Pool and are allocated to each program based upon a percentage of program expenses. The expenses include items such as administrative salaries, general liability insurance, administrative travel, professional fees, and other expenses which cannot be specifically identified and charged to a program.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

The Organization submits an indirect cost rate proposal for the paid leave, fringe benefits and other indirect costs to the U.S. Department of Health and Human Services. The proposal, effective for the fiscal year beginning July 1, 2020, received provisional approval and is effective, until amended, at a rate of 12%. Per the agreement with the U.S. Department of Health and Human Services, the Organization's final rate for the year ended June 30, 2020 was 10.80%. The actual rate for the year ended June 30, 2021 was approximately 11.37%, which is allowable because it is less than the provisional rate.

Advertising policy

The Organization uses advertising to inform the community about the programs it offers and the availability of services. Advertising is expensed as incurred. The total cost of advertising for the years ended June 30, 2021 and 2020 was \$28,130 and \$25,483, respectively.

Debt Issuance Costs

During the year ended June 30, 2019, the Organization retrospectively adopted the provisions of the FASB Accounting Standards Update (ASU) No. 2015-03, "*Simplifying the Presentation of Debt Issuance Costs*." The ASU is limited to simplifying the presentation of debt issuance costs, and the recognition and measurement guidance for debt issuance costs is not affected by the ASU. Amortization expense of \$887 has been included with interest expense in the consolidated statements of functional expenses for both 2021 and 2020.

Revenue Recognition Policy

The Organization derives revenue primarily from grants, contracts, and contributions. Grants are recognized as revenue upon receipt. Revenue from contracts is recognized when the service has been performed. Contributions are recognized as revenue when the donor makes a pledge to give that is, in substance, an unconditional promise. Contributions are recorded as with donor restrictions or without donor restrictions.

New Accounting Pronouncement

In May 2014, FASB issued ASU 2014-09 (Topic 606) – Revenue from Contracts with Customers. The ASU and all subsequently issued clarifying ASUs replaced the most existing revenue recognition guidance in U.S. GAAP. The ASU also requires expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue from cash flows arising from contracts with customers. The Organization adopted the new standard effective July 1, 2020, the first day of the Organization's fiscal year using the modified retrospective approach. The adoption did not result in a change to the accounting for any of the applicable revenue streams; as such, no cumulative effect adjustment was recorded. See revenue recognition policy above.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****Other Matters**

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread continue to affect the Organization's business. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic.

During the years ended June 30, 2021 and 2020, and through the date of this report, the Organization has not experienced a significant decline in revenues, nor a significant change in its operations.

NOTE 2. LIQUIDITY AND AVAILABILITY

The following represents the Organization's financial assets as of June 30, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Financial assets at year-end:		
Cash and cash equivalents, undesignated	\$ 3,237,032	\$ 2,257,081
Accounts receivable	1,617,249	1,322,852
Pledges receivable	<u>216,423</u>	<u>307,017</u>
Total financial assets	<u>5,070,704</u>	<u>3,886,950</u>
Less amounts not available to be used within one year:		
Net assets with donor restrictions	483,385	596,550
Less net assets with time restrictions to be met in less than a year	<u>(412,665)</u>	<u>(410,015)</u>
Amounts not available within one year	<u>70,720</u>	<u>186,535</u>
Financial assets available to meet general expenditures over the next twelve months	<u>\$ 4,999,984</u>	<u>\$ 3,700,415</u>

It is the Organization's goal to maintain financial assets to meet 60 days of operating expenses which approximates \$3,569,000 and \$2,860,000 at June 30, 2021 and 2020, respectively.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020****NOTE 3. CASH AND CASH EQUIVALENTS**

Cash and cash equivalents consist of cash on hand, funds on deposit with financial institutions, and investments with original maturities of three months or less. At year end and throughout the year, the Organization's cash balances were deposited with multiple financial institutions. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) for each financial institution up to \$250,000. Cash balances may exceed the insured limits at times throughout the year.

The following table provides a reconciliation of cash and restricted cash reported within the statements of financial position that sum to the total in the statements of cash flows as of June 30:

	<u>2021</u>	<u>2020</u>
Cash, operations	\$ 3,237,032	\$ 2,257,081
Restricted cash, current	1,317,839	796,937
Restricted cash, long term	<u>439,822</u>	<u>384,711</u>
Total cash and restricted cash	<u>\$ 4,994,693</u>	<u>\$ 3,438,729</u>

Cash Restrictions

The Organization is required to maintain a deposit account with a bank as part of the loan security agreement disclosed at **Note 7**. It is required to maintain a balance of \$19,968 in the account, which is restricted from withdrawal except to make payments of debt service or as approved by the U.S. Department of Agriculture.

Amounts withdrawn to make payments of debt service must be replenished with monthly deposits until the maximum required deposit balance is achieved. The balance as of June 30, 2021 and 2020 was \$20,059 and \$20,040, respectively. The Organization has made all of their scheduled deposits for the years ended June 30, 2021 and 2020. These amounts are included in restricted cash on the Consolidated Statements of Financial Position.

The Organization is required to maintain a deposit account with another bank as part of a bond issue (see bond payable in **Note 7**). The required balance in the account is \$173,817 and is equal to 12 monthly payments. The balance as of June 30, 2021 and 2020 was \$174,755 and \$174,626, respectively, and the Organization was in compliance with this requirement. These amounts are included in restricted cash on the Consolidated Statements of Financial Position.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

The Organization maintains a deposit account on behalf of clients who participate in the Guardianship Services Program. The balance in the account is restricted for use on behalf of these clients and an offsetting liability is reported on the financial statements as other current liabilities. The total current liability related to this restriction at June 30, 2021 and 2020 was \$1,317,839 and \$796,937, respectively. These amounts are included in other liabilities on the Statements of Financial Position. The total restricted cash within this account at June 30, 2021 and 2020 was \$1,317,839 and \$796,937, respectively, and is included in the restricted cash balance on the Statements of Financial Position.

Certain cash accounts related to Cornerstone Housing North, Inc. are restricted for certain uses in the Organization under rules and regulations prescribed by the Department of Housing and Urban Development. The total amount restricted at June 30, 2021 and 2020 was \$245,008 and \$190,045, respectively. See Note 15.

NOTE 4. INVENTORY

In 2021 and 2020, inventory included weatherization materials which had been purchased in bulk. These items are valued at the most recent cost. A physical inventory is taken annually. Cost is determined using the first-in, first-out (FIFO) method. Inventory at June 30, 2021 and 2020 consists of weatherization materials, totaling \$52,985 and \$102,430, respectively.

NOTE 5. PROPERTY

Property consists of the following at June 30, 2021:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$ 9,931,953	\$ 4,233,084	\$ 5,698,869
Equipment	2,394,489	1,617,101	777,388
Construction in progress	172,653	-	172,653
Land	<u>418,840</u>	<u>-</u>	<u>418,840</u>
	<u>\$12,917,935</u>	<u>\$ 5,850,185</u>	<u>\$ 7,067,750</u>

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

Property consists of the following at June 30, 2020:

	<u>Capitalized Cost</u>	<u>Accumulated Depreciation</u>	<u>Net Book Value</u>
Building	\$ 9,810,288	\$ 3,753,302	\$ 6,056,986
Equipment	2,105,950	1,848,642	257,308
Construction in progress	4,727	-	4,727
Land	<u>423,840</u>	<u>-</u>	<u>423,840</u>
	<u>\$12,344,805</u>	<u>\$ 5,601,944</u>	<u>\$ 6,742,861</u>

The Organization has use of computers and equipment which are the property of state and federal agencies under grant agreements. The equipment, whose book value is immaterial to the financial statements, is not included in the Organization's property and equipment totals.

Depreciation expense for the years ended June 30, 2021 and 2020 totaled \$449,153 and \$435,310, respectively.

The Organization had property held for sale at June 30, 2020 amounting to \$47,000, which was classified as a current asset in the accompanying consolidated statements of financial position at June 30, 2020. The total loss on the write down to fair value of this property was \$255,492 in 2020.

NOTE 6. ACCRUED EARNED TIME

For the years ending June 30, 2021 and 2020, employees of the Organization were eligible to accrue vacation for a maximum of 160 hours. At June 30, 2021 and 2020, the Organization had accrued a liability for future annual leave time that its employees had earned and vested in the amount of \$233,907 and \$243,779, respectively.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**NOTE 7. LONG TERM DEBT**

The long term debt of the Organization as of June 30, 2021 and 2020 consisted of the following:

	<u>2021</u>	<u>2020</u>
Note payable with the USDA requiring 360 monthly installments of \$1,664, including interest at 5% per annum. Secured by general business assets. Final installment due January 2027.	\$ 96,062	\$ 110,824
Note payable with a bank requiring 120 monthly installments of \$2,936, including interest at 4% per annum. Secured by first mortgages on two commercial properties. Final installment due April 2031.	285,268	307,719
Note payable with a bank requiring 60 monthly installments of \$459, including interest at 5% per annum. This note was an unsecured line of credit that was converted to a term loan during the year ended June 30, 2016 and was paid off during the year ended June 30, 2021.	-	4,478
Note payable to a financing company requiring 72 monthly installments of \$312, including interest at 5.49% per annum. Secured by the Organization's vehicle. This note was paid off during the year ended June 30, 2021.	-	4,228
Note payable to a financing company requiring 72 monthly installments of \$313, including interest at 5.54% per annum. Secured by the Organization's vehicle. This note was paid off during the year ended June 30, 2021.	-	3,948
Note payable to a financing company requiring 60 monthly installments of \$143, including interest at 5.99% per annum. Secured by the Organization's vehicle. This note was paid off during the year ended June 30, 2021.	-	705

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
Note payable to a financing company requiring 72 monthly installments of \$248, including interest at 6.10% per annum. Secured by the Organization's vehicle. This note was paid off during the year ended June 30, 2021.	-	7,294
Note payable with a bank requiring 60 monthly installments of \$2,512, including interest at 5.51% per annum. Secured by second mortgage on commercial property. This note was paid off during the year ended June 30, 2021.	-	387,227
Bond payable with a bank requiring monthly installments of \$14,485, including interest of 2.75% plus the bank's internal cost of funds multiplied by 67% with an indicative rate of 3.28%. Secured by first commercial real estate mortgage on various properties and assignments of rents at various properties. Final installment due August 2040.	2,467,774	2,547,308
Cornerstone Housing North, Inc. capital advance due to the U.S. Department of Housing and Urban Development. This capital advance is not subject to interest or principal amortization and will be forgiven after 40 years, or in August 2047.	1,617,600	1,617,600
Cornerstone Housing North, Inc. mortgage payable due to New Hampshire Housing Finance Authority. The mortgage is not subject to interest or principal amortization. Payments are deferred for 40 years; final payment due in August 2047.	<u>250,000</u>	<u>250,000</u>
Total long term debt before unamortized debt issuance costs	4,716,704	5,241,331
Unamortized debt issuance costs	<u>(10,044)</u>	<u>(10,931)</u>
Total long term debt	4,706,660	5,230,400
Less current portion due within one year	<u>(129,155)</u>	<u>(437,843)</u>
	<u>\$ 4,577,505</u>	<u>\$ 4,792,557</u>

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

The scheduled maturities of long-term debt as of June 30, 2021 were as follows:

<u>Years ending</u> <u>June 30</u>	<u>Amount</u>
2022	\$ 129,155
2023	134,452
2024	139,961
2025	145,697
2026	151,677
Thereafter	<u>4,015,762</u>
	<u>\$ 4,716,704</u>

As described at **Note 3**, the Organization is required to maintain a reserve account with a bank for the first two notes payable listed above.

NOTE 8. CAPITAL LEASE OBLIGATIONS

During the year ended June 30, 2016, the Organization leased a phone system and copier under the terms of capital leases, which expired in November 2020 and March 2021, respectively. During the year ended June 30, 2017, the Company leased an additional copier under the terms of a capital lease, which expired in May 2021. The assets and liabilities under the capital leases were recorded at the lower of the present value of the minimum lease payments or the fair value of the assets. The assets are depreciated over their estimated lives.

The obligations included in capital leases at June 30, 2021 and 2020, consisted of the following:

	<u>2021</u>	<u>2020</u>
Lease payable to a financing company with monthly installments of \$208 for principal and interest at 9.5% per annum. The lease was secured by the phone system and matured in November 2020.	\$ -	\$ 1,213
Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.841% per annum. The lease was secured by a copier and matured in March 2021.	-	944

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
Lease payable to a financing company with monthly installments of \$122 for principal and interest at 8.918% per annum. The lease was secured by a copier and matured in May 2021.	-	1,397
	-	3,554
Less current portion	-	(3,554)
	<u>\$ -</u>	<u>\$ -</u>

NOTE 9. DEMAND NOTE PAYABLE

The Organization has available a \$750,000 line of credit with its primary financial institution which is secured by real estate mortgages and assignments of leases and rents on various properties as disclosed in the line of credit agreement. Borrowings under the line bear interest at 5.00% per annum. There was no balance outstanding at June 30, 2021 and 2020. The line is subject to renewal each January.

NOTE 10. OPERATING LEASES

The Organization has entered into numerous lease commitments for space and office equipment. Leases under non-cancelable lease agreements have various starting dates, lengths, and terms of payment and renewal. Additionally, the Organization has several facilities which are leased on a month to month basis. For the years ended June 30, 2021 and 2020, the annual rent expense for leased facilities and office equipment totaled \$138,598 and \$181,004, respectively.

Future minimum lease payments under non-cancelable operating leases having initial terms in excess of one year as of June 30, 2021, are as follows:

<u>Years ending</u> <u>June 30</u>	<u>Amount</u>
2022	\$ 127,467
2023	65,722
2024	43,884
2025	43,884
2026	42,869
Thereafter	<u>3,512</u>
	<u>\$ 327,338</u>

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

NOTE 11. IN-KIND CONTRIBUTIONS

The Organization records the value of in-kind contributions according to the accounting policy described in **Note 1**. The Head Start, transportation and elder programs rely heavily on volunteers who donate their services to the Organization. These services are valued based upon the comparative market wage for similar paid positions.

The Organization is also the beneficiary of a donation of in kind in the form of below market rent for some of the facilities utilized by the Head Start and elder programs. The value of the in-kind rent is recorded at the difference between the rental payment and the market rate for the property based upon a recent appraisal.

Many other individuals have donated significant amounts of time to the activities of the Organization. The financial statements do not reflect any value for these donated services since there is no reliable basis for making a reasonable determination.

NOTE 12. CONCENTRATION OF RISK

Tri-County Community Action Program, Inc. receives a majority of its support from federal and state governments. For the years ended June 30, 2021 and 2020, approximately \$18,238,690 (76%) and \$14,380,020 (74%), respectively, of the Organization's total revenue was received from federal and state governments. If a significant reduction in the level of support were to occur, it would have a significant impact on the Organization's programs and activities.

Cornerstone Housing North, Inc. receives a large majority of its support from the U.S. Department of Housing and Urban Development. For the years ended June 30, 2021 and 2020, approximately 67% and 68%, respectively, of the Organization's total revenue was derived from the U.S. Department of Housing and Urban Development. In the absence of additional revenue sources, the future existence of Cornerstone Housing North, Inc. is dependent upon the funding policies of the U.S. Department of Housing and Urban Development.

The majority of Cornerstone Housing North, Inc.'s assets are apartment projects, for which operations are concentrated in the elderly person's real estate market. In addition, the Organization operates in a regulated environment. The operation of the Organization is subject to administrative directives, rules and regulations of federal, state and local regulatory agencies, including, but not limited to, HUD. Such administrative directives, rules and regulations are subject to change by an act of Congress or an administrative change mandated by HUD. Such changes may occur with little notice or inadequate funding to pay for the related cost, including the administrative burden, to comply with the change.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**NOTE 13. NET ASSETS WITH DONOR RESTRICTIONS**

Net assets with donor restrictions are available for the following specific program services as of June 30, 2021 and 2020:

	<u>2021</u>	<u>2020</u>
Temporary Municipal Funding	\$ 216,423	\$ 307,017
FAP	174,056	102,998
Restricted Buildings	39,913	85,713
Loans – HSGP	24,403	22,029
FAP/EAP	16,330	24,350
RSVP Program Funds	5,887	5,887
Head Start	5,856	-
RSVP – Matter to Balance	500	500
10 Bricks Shelter Funds	17	-
DOE	-	46,287
Donations to Maple Fund	-	1,571
Loans – HHARLF	-	104
Coronavirus Response	-	94
	<u> </u>	<u> </u>
Total net assets with donor restrictions	<u>\$ 438,385</u>	<u>\$ 596,550</u>

NOTE 14. COMMITMENTS AND CONTINGENCIES**Grant Compliance**

The Organization receives funds under several federal and state grants. Under the terms of the grants the Organization is required to comply with various stipulations including use and time restrictions. If the Organization was found to be noncompliant with the provisions of the grant agreements, the Organization could be liable to the grantor or face discontinuation of funding.

Environmental Contingencies

On March 30, 2009, the Organization's Board of Directors agreed to secure ownership of a 1.2-acre site located in Berlin, New Hampshire. There are 2 buildings on this site designated as the East Wing and West Wing Buildings which were formerly used as a research and development facility for the Berlin Mills Company.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

The exterior soil and interior parts of the East Wing Building contained contaminants which required environmental remediation. In a letter dated May 2, 2012, the State of New Hampshire Department of Environment Services (the Department) noted that the remedial actions for the exterior soils and parts of the East Wing Building had been completed to the Department's satisfaction.

In addition, the Department noted that the contaminants related to the West Wing Building did not pose an exposure hazard to site occupants, area residents, and the environment, provided the West Wing Building is maintained to prevent further structural deterioration. If further deterioration occurs and contaminants are released into the environment, the Organization could be required to take additional action including containment and remediation.

Loss Contingencies

During the year ended June 30, 2018 and subsequently, legal actions were brought against the Organization. Due to the uncertainty of the outcome of such cases as of June 30, 2021, as well as the uncertainty of the Organization's potential liability, no amount has been accrued by the Organization at this time.

NOTE 15. REPLACEMENT RESERVE AND RESIDUAL RECEIPTS ACCOUNTS

Under Cornerstone Housing North, Inc.'s regulatory agreement with HUD, the Organization is required to set aside amounts into a replacement reserve for the replacement of property and other project expenditures approved by HUD. HUD-restricted deposits of \$181,723 and \$155,278 were held in a segregated account at June 30, 2021 and 2020, respectively. HUD-restricted deposits generally are not available for operating purposes.

Cornerstone Housing North, Inc.'s use of the residual receipts account is contingent upon HUD's prior written approval. Residual receipts of \$59,517 and \$31,049 were held in a segregated account for the years ended June 30, 2021 and 2020, respectively.

HUD has initiated policies to recapture funds built up in residual receipts accounts upon renewal of the Organization's project rental assistance contract. The policies direct that the amounts in excess of certain limits in the residual receipts account be (a) used to offset rent subsidies due from HUD under HAP contracts, or (b) remitted directly to HUD. The policies generally require project owners to limit the monies accumulated in the residual receipts account to \$250 per unit.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. AND AFFILIATE

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2021 AND 2020**

In accordance with the policy noted above, the Organization was required to remit funds to HUD totaling \$31,412 during the year ended June 30, 2020. In addition to the funds remitted, HUD approved the Organization to withdraw \$11,852 from the residual receipts account for equipment during the year ended June 30, 2020.

NOTE 16. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

NOTE 17. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through November 19, 2021, the date the financial statements were available to be issued.

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
U.S. Department of Health and Human Services				
HEAD START CLUSTER				
Head Start	93.600		01CH10000-06-00	\$ 1,811,607
Head Start	93.600		01CH011936-01-00	1,100,815
CRSSA-Head Start	93.600			44,544
			CLUSTER TOTAL	2,957,186
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-20B1NHLEIA	171,618
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-21B1NHLEIA	4,833,072
CV-Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	2001NHE5C3	787,280
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-20B1NHLEIA 1056420	(12,553)
Low-Income Home Energy Assistance	93.568	State of New Hampshire Office of Energy and Planning	G-21B1NHLEIA 1056420	227,527
			TOTAL	6,008,950
AGING CLUSTER				
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (SEAS)	93.044	State of New Hampshire Office of Energy and Planning	18AANH3SS	8,489
Special Programs for the Aging - Title III, Part B - Grants for Supportive Services and Senior Centers (Sr. Wheels)	93.044	State of New Hampshire Department of Health and Human Services	512-500352	81,322
			TOTAL	87,811
Special Programs for the Aging - Title III, Part C - Nutrition Services (Congregate & HD Meals)	93.045	State of New Hampshire Department of Health and Human Services	541-500386	300,127
CV-Special Programs for the Aging-Title III, Part C - Nutrition Services (Congregate & HD Meals)	93.045	State of New Hampshire Department of Health and Human Services		181,544
			TOTAL	481,671
Nutrition Services Incentive Program (NSIP)	93.053	State of New Hampshire Department of Health and Human Services	NONE	93,340
			CLUSTER TOTAL	642,822
Community Services Block Grant	93.569	State of New Hampshire Department of Health and Human Services	102-500731	470,848
CV - Community Services Block Grant	93.569	State of New Hampshire Department of Health and Human Services	NONE	279,400
			TOTAL	750,248
Temporary Assistance for Needy Families (NHFP Workplace Success)	93.558	Southern New Hampshire Services, Inc.	16-DHHS-BWW-CSP-05	35,127
Temporary Assistance for Needy Families (JARC)	93.558	State of New Hampshire Department of Health and Human Services	1802NH-TANF	24,800
			TOTAL	60,927
HIV Care Formula Grants (Ryan White Care Program)	93.917	State of New Hampshire Department of Health and Human Services	530-500371	2,932
Social Services Block Grant (Title XX I&R)	93.667	State of New Hampshire Department of Health and Human Services	545-500387	104,826
Social Services Block Grant (Title XX HD)	93.667	State of New Hampshire Department of Health and Human Services	544-500386	85,043
Social Services Block Grant (Guardianship)	93.667	State of New Hampshire Department of Health and Human Services	102-500731	13,524
			TOTAL	203,393
Promoting Safe and Stable Families/Family Violence Prevention and Services/Discretionary	93.556 & 93.592	State of New Hampshire Coalition against Domestic and Sexual Violence	SPIRODV	13,226
Provider Relief Fund	93.498			31,076
Projects for Assistance in Transition from Homelessness	93.150	State of New Hampshire Office of Human Services, Bureau of Homeless	05-95-42-423010-7926	52,372
Special Programs for the Aging Title IV and Title II Discretionary Projects	93.048	University of New Hampshire		15,000
CV-Social Programs for the Aging Title IV and Title II Discretionary Projects	93.048	University of New Hampshire		19,319
			TOTAL	34,319
Total U.S. Department of Health and Human Services				\$ 10,758,033

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
<u>U.S. Department of Energy</u> Weatherization Assistance for Low-Income Persons	81.042	State of New Hampshire Governor's Office of Energy & Community Service	EE0007835	\$ 277,864
Total U.S. Department of Energy				\$ 277,864
<u>U.S. Corporation for National and Community Service</u> Retired and Senior Volunteer Program	04.002		19SRANH001	\$ 77,198
Total U.S. Corporation for National and Community Service				\$ 77,198
<u>U.S. Department of Agriculture</u> Child and Adult Care Food Program FOOD DISTRIBUTION CLUSTER Emergency Food Assistance Program	10.558	State of New Hampshire Department of Education	NONE	\$ 138,900
	10.509	BMCAP	CLUSTER TOTAL	17,739
Total U.S. Department of Agriculture				\$ 156,639
<u>U.S. Department of Homeland Security</u> Emergency Food & Shelter Program (FEMA) CV-Emergency Food & Shelter Program (FEMA)	97.024			\$ 5,886
	97.024			22,775
Total U.S. Department of Homeland Security				\$ 28,661
<u>U.S. Department of Justice</u> Crime Victim Assistance (VCCA)	16.575	State of New Hampshire Coalition against Domestic and Sexual Violence	VOCA	\$ 112,770
Sexual Assault Services Formula Program (SASP)	16.017	State of New Hampshire Coalition against Domestic and Sexual Violence	2019-KF-AX-0043	17,173
OVW Technical Assistance Initiative	16.526	Grafton County Court	OVW-2016-13829	13,794
Total U.S. Department of Justice				\$ 143,737
<u>U.S. Department of Transportation</u> Formula Grants for Rural Areas (Section 5311)	20.509	State of New Hampshire Department of Transportation	NH-16-X048	\$ 578,390
TRANSIT SERVICES PROGRAMS CLUSTER Enhanced Mobility of Seniors and Individuals with Disabilities	20.513	State of New Hampshire Department of Transportation	NH-65-X006	6,297
			CLUSTER TOTAL	6,297
Total U.S. Department of Transportation				\$ 582,687
<u>U.S. Department of Housing and Urban Development</u> Emergency Solutions Grant Program CV-Emergency Solutions Grant Program	14.231	State of New Hampshire Department of Health and Human Services	102-500731	\$ 62,825
	14.231	State of NH Governor's Office for Emergency Relief & Recovery		58,804
			TOTAL	121,429
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	NH022011001811	71,885
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	SS-2019-BPHHS-01-Coord-04	130,822
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	NONE	36,165
Continuum of Care Program (HOIP)	14.267	State of New Hampshire Department of Health and Human Services	NH012011000190	14,157
			TOTAL	253,029
Total U.S. Department of Housing and Urban Development				\$ 374,456

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND NON-FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021

FEDERAL GRANTOR/PROGRAM TITLE	FEDERAL ALN	PASS-THROUGH GRANTOR'S NAME	GRANTOR'S IDENTIFYING NUMBER	FEDERAL EXPENDITURES
<u>U.S. Department of Labor</u> WIA/WIOA CLUSTER WIA/WIOA Adult Program	17.258	Southern New Hampshire Services, Inc.	2016-0004	\$ 10,650
Total U.S. Department of Labor			CLUSTER TOTAL	\$ 10,650
<u>U.S. Department of the Treasury</u> Coronavirus Relief Fund	21.019	Volunteer NHI		\$ 24,301
Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery Housing Stabilization Fund		1,409,876
Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery Shelter Modification Program		8,553
Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery COVID - 19 Long Term Care Stabilization Program		38,190
			TOTAL	1,480,920
Emergency Rental Assistance Program	21.023	NH Housing Finance Authority		2,639,018
Total U.S. Department of the Treasury				\$ 4,119,938
TOTAL EXPENDITURES OF FEDERAL AWARDS				\$ 16,527,665
NON-FEDERAL				
New Hampshire Public Utilities Company - Electrical Assistance Program		BMCAP		\$ 291,216

NOTE A - BASIS OF PRESENTATION

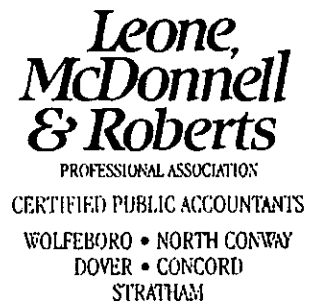
The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Tri-County Community Action Program, Inc. under programs of the federal government for the year ended June 30, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Tri-County Community Action Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE C - INDIRECT RATE

Tri-County Community Action Program Inc. has elected to not use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.



TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

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

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Tri-County Community Action Program, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements, and have issued our report thereon dated November 19, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Tri-County Community Action Program Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program Inc.'s internal control.

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

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

Compliance and Other Matters

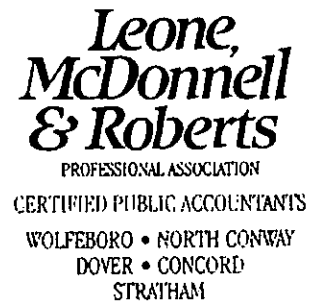
As part of obtaining reasonable assurance about whether Tri-County Community Action Program Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could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

Purpose of this Report

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

*Leon McDonnell & Roberts
Professional Association*

November 19, 2021
North Conway, New Hampshire



TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL
OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors of
Tri-County Community Action Program, Inc.
Berlin, New Hampshire

Report on Compliance for Each Major Federal Program

We have audited Tri-County Community Action Program Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Tri-County Community Action Program Inc.'s major federal programs for the year ended June 30, 2021. Tri-County Community Action Program Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Tri-County Community Action Program Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tri-County Community Action Program Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Tri-County Community Action Program Inc.'s compliance.

Opinion on Each Major Federal Program

In our opinion, Tri-County Community Action Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

Report on Internal Control over Compliance

Management of Tri-County Community Action Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tri-County Community Action Program Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tri-County Community Action Program, Inc.'s internal control over compliance.

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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

Leon McDonnell & Rohats
Professional Association

November 19, 2021
North Conway, New Hampshire

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2021**

1. The auditors' report expresses an unmodified opinion on the financial statements of Tri-County Community Action Program, Inc.
2. No significant deficiencies relating to the audit of the financial statements are reported in the *Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*.
3. No instances of noncompliance material to the financial statements of Tri-County Community Action Program, Inc. which would be required to be reported in accordance with *Government Auditing Standards*, were disclosed during the audit.
4. No significant deficiencies in internal control over major federal award programs during the audit are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control over Compliance Required by the Uniform Guidance*.
5. The auditors' report on compliance for the major federal award programs for Tri-County Community Action Program, Inc. expresses an unmodified opinion on all major programs.
6. No audit findings that are required to be reported in accordance with 2 CFR 200.516(a) are reported in this Schedule.
7. The programs tested as major programs included:
 - U.S. Dept. of Health & Human Services, LIHEAP – ALN 93.568
 - U.S. Dept. of the Treasury, Coronavirus Relief Fund – ALN 21.019
 - U.S. Dept. of the Treasury, ERAP – ALN 21.023
 - U.S. Dept. of Housing and Urban Development, CoC – ALN 14.267
 - New Hampshire Public Utilities Company, Electrical Assistance Program (non-Federal)
8. The threshold for distinguishing Type A and B programs was \$750,000.
9. Tri-County Community Action Program, Inc. was determined to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

None

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None



TRI-COUNTY COMMUNITY ACTION

Serving Coös, Carroll & Grafton Counties since 1965

Helping People. Changing Lives.

Board of Directors

FY2022

Coos County

Board Chair

Sandy Alonzo

Brian Hoffman

Fay Pierce

Carroll County

Charles Monaghan

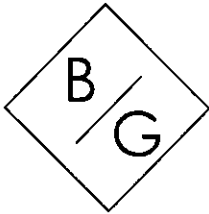
Grafton County

Linda Massimilla

Richard Mcleod

George Sykes

Ruth Heintz



BETTY GILCRIS

Summary

Detail-oriented and talented Director with excellent administrative, marketing, customer service and facility oversight skills. Proactive leader with strengths in communication and collaboration. Hardworking and reliable, highly organized, proactive and punctual with team-oriented mentality. More than 33 years as a Head Start employee. Highly effective and comfortable working with people at all levels in an organization. Committed to identifying and leveraging opportunities for growth and capable in successful conflict resolution. Expert in regulations, compliance and safety procedures. Volunteer, classroom substitute, and 1 on 1 child aide for 2 years, Preschool teacher for 12 years, management for 14 years and Director for 5 years.

Skills

- Verbal and written communication
- Staff development
- Provide Supervisory training
- Positive behavior modeling
- Budgeting proficiency
- Learning management systems
- Family advocate
- Grant writing
- Presentation in small and large groups
- Conflict resolution
- Program management
- Analytical thinking

Experience

Health & Nutrition Department Head

07/2020 - Current

Tri County Community Action Program, Inc. | Berlin, NH

- Work closely with program team members to deliver TCCAP mission and vision through program requirements, developing solutions and meeting deadlines.
- Maintained updated knowledge through ongoing supervision and oversight of 4 programs within TCCAP: Head Start, Senior Meals, ServiceLink and Tamworth Dental Center.
- Collaborate with others to discuss new program and agency opportunities.

Aide to Cook to Teacher to Manager to Director

01/1989 - 06/2020

Tri County Community Action Program, Inc., Head Start | Berlin, NH

- Developed and maintained positive relationships with employees.
- Established performance goals for the program and provided feedback on methods for reaching those milestones.
- Direct staff of 57 personnel and managed budget totaling over \$2,000,000 annually.
- Process monthly reports for program performance which includes federal and state required reporting.
- Cooperate and communicate effectively with staff, Head Start families, community partners and stakeholders to ensure client satisfaction and compliance with set standards.
- Achieved high staff morale and retention through effective communication, prompt problem resolution, proactive supervisory practices and facilitating a proactive work environment.
- Ensure our program provides a comprehensive early childhood education to children and supports parents as their child's primary educator.

Education and Training

Bachelor of Science: Early Childhood Administration
Granite State College | Littleton, NH

2006

Activities and Honors

- Member of the Coos County Coalition for Young Children
- Member of the New England Head Start Association Board
- Member of the Governor Appointed Spark NH Leadership Team which recently transitioned the Council for Thriving Children. I am a member of the B-8 (birth - 8) workgroup for the council.
- Recognized regionally for over 30 years of Service with Head Start
- Eucharistic and Hospitality Minister at St. Marguerite D'youville Parish

Cheryl O'Malley

Summary

I am a friendly, solutions driven, dedicated individual with extensive experience as a senior level manager in a nonprofit environment. I love to learn, and am always up for a challenge whatever the situation. I get along well with my peers, while also working efficiently on my own.

Education

University of Rhode Island, South Kingstown, Rhode Island
Bachelor of Science in Psychology - May 2002

Employment History

ServiceLink Berlin, New Hampshire April 2019 – Present
Program Director
All duties as listed below and including HR and Administration

Servicelink, Berlin, New Hampshire August 2012 – April 2019
Options Counselor
In my role as Options Counselor, I assist people to manage the Medicare, Medicaid, Social Security and various disability programs. Work with my counterparts at government and other non-profit agencies to promote the well being and welfare of our mutual clients. I have overseen the Coos County veterans on the Veterans Initiative Program, responsible for the budget for the Coos County Caregiver budget, and act as Residential Counselor for Brookside Apartments.

SHIP certified
AIRS certified
Powerful Tools for Caregivers Certified
Options Counseling/Person Centered Counseling
Training for Caring for the Caregiver (Alzheimers Association)
Ex tensive Veterans Training through VA
Ex tensive Caregiver Training through Family Caregiver Subsidies program
Training to Facilitate difficult family meetings using person centered approach

Morrison Nursing Home, Whitefield, New Hampshire August 2008 - May 2012
Social Services Director
Responsible for all aspects of admissions/discharges, point person/liaison for family issues of 57 bed nursing facility.
Ensure resident/family satisfaction with care and environment, recognize and resolve concerns in proactive manner.
Provide stress management for employees and job performance counseling.
Ensure compliance with state and federal regulations in regard to resident documentation.

Brockton Area Multiservices May 2001 - July 2008
Assistant Director
Personally accountable for the management of 6 residential group homes. Develop, implement and manage policies and procedures.
Ensure that all standards and licensing requirements are maintained.
Maintain high level of excellence in quality of life enhancement initiatives.
Manage all aspects of Human Resource issues related to hiring, evaluation, training and supervision

Network with other specialized outside agencies to provide enhancements to the lives of individuals in residential facilities.

June 1995 - October 2002

Tri-State Multi Services

June 1995 - October 2002

Recreational Therapist

Worked with children and adolescents who displayed severe emotional and behavior problems.

Formulated and implemented behavioral treatment plans in the home.

Responsible for creating a safe environment for individuals to expand their interpersonal skills within the community.

Hobbies & Interests

- Recording Secretary position on Board of Directors of National Pyrenean Mastiff Dog Club
- Red Cross Volunteer
- NHPR Community Action Board Member

CORE STRENGTHS

Program development, management and administration ♦ Community collaborations
Development of policy, protocol, and service delivery to meet funder standards
Grant writing and management ♦ Budget performance and financial reporting
Innovative solutions & problem solving ♦ Capacity building
Professional presentations ♦ Public speaking
Dedication ♦ Imagination ♦ Determination ♦ Fortitude

PROFESSIONAL EXPERIENCE

Tri-County Community Action Programs, Inc.

Chief Executive Officer

Berlin, NH 2018 - current FT employment

Tri-County Community Action Programs, Inc.

Chief Operating Officer

Berlin, NH 2016 - 2018

Responsible for the operations of six agency Divisions with 15 individual programs that provide over 60 consumer services across three counties of Northern New Hampshire. Essential duties include; supervision of Division Directors, oversee and monitor program resources, revenues, expenditures and budget performance; tactical oversight of programs to meet or exceed agency defined strategic goals; develop and implement strategies to improve individual programs and overall agency program and fiscal performance; oversee and lead special projects such as the Annual Report, Strategic Plan, Community Needs Assessment process, and work with Senior Management Team to develop new service initiatives. Provide tactical guidance to Division Directors to trouble shoot issues and problems in the daily operations of programs.

Tri-County Community Action Programs, Inc.

Division Director: TCCAP Prevention Services

Berlin, NH 2015- 2016

Responsible for four agency programs under the umbrella of TCCAP Prevention Services; oversee division resources, revenues, and expenditures and monitor budget performance; general oversight of programs to meet or exceed agency defined strategic goals; supervise program directors; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and agency; develop fundraising and marketing strategies for programs; represent program through participation in state and local initiatives relative to program/division goals and service delivery; collaborate with stakeholders and elected officials, including presenting legislative testimony.

Tri-County Community Action Programs, Inc.

Program/Division Director: Support Center at Burch House

Littleton, New Hampshire 2007- 2015

Oversee daily operation and supervision of domestic and sexual violence crisis center and residential shelter; write grants to support programs, monitor results, and prepare grant reports and financial statements for funders and parent agency; oversee program resources, revenues and expenditures, and monitor budget performance and progress toward strategic goals; create and direct victim advocacy programs to ensure compliance with grant deliverables and applicable state and federal law; develop fundraising and marketing strategies; participate in state and local collaborations to enhance victim services; represent program in state and federal victim service initiatives, including presentation of legislative testimony; create and present trainings for medical and legal professionals on legal standards and best practices for victim services.

Bookkeeper: Women's Rural Entrepreneurial Network (WREN)**Bethlehem, NH current PT employment**

Responsible for grant fiscal tracking, reporting, funds release and account transfers, bi-weekly payroll and 941 payments, accounts payable and receivable, month end reconciliations for bank accounts, credit cards, petty cash, retail and market sales; monthly POS/QB reconciliation for three retail locations, preparing monthly cash flow, forecasts, and standard fiscal reports for Board of Directors.

Tri-County Community Action Programs, Inc.**Direct Services/Volunteer Coordinator: Support Center at Burch House****Littleton, New Hampshire 1997 to 2007**

Provide advocacy and direct service to victims of domestic and sexual violence; supervise court advocacy programs; recruit, train and supervise staff, volunteers, and interns; develop agency systems, policies and protocols; create and present community outreach presentations and campaigns; present school-based violence prevention classes for grades K-12 ; provide on-call coverage of crisis line

Director: Haverhill Area Juvenile Diversion Program**Woodsville, New Hampshire 1999-2001**

Recruit, train, and supervise volunteer diversion committees; establish community programming for diverted youth; supportive counseling of youth; maintain collaborative relationships between the court system, juvenile service officers, local police departments, and diversion program; prepare and file court reports on diverted youth; community outreach and education

Counselor/Title I Teacher: Northern Family Institute-Jefferson Shelter**Jefferson, New Hampshire 1996-1999**

Provide individual supportive counseling to adjudicated youth, facilitate peer support groups, develop and implement treatment plans and case management services to clients, supervise and tutor youth in classroom setting, supervise youth in daily living skills

Education**BS in Human Services, Springfield College School of Human Services, Boston, MA**

Criminal Justice Concentration, *Graduated with 4.0 GPA*

AS in Drug and Alcohol Rehabilitation Counseling (DARC Program)

Southern Connecticut Community College, New Haven, CT

Additional Skills, Professional Leadership and Civic Affiliations

- ◆ Chairman, Bethlehem Board of Selectmen, Town of Bethlehem Twice Elected 2006-2010
- ◆ Chairman, Arts Alliance of Northern New Hampshire 2000-2003, *Treasurer 1996-1998*
- ◆ Chairman, Haverhill Area Family Violence Council 1998-2003
- ◆ Certified PRIME FOR LIFE Impaired Driver Intervention Program Instructor #NH16199
- ◆ Registered Sexual Harassment Prevention Trainer in the State of New Hampshire
- ◆ Board Member, Women's Rural Entrepreneurial Network 2014; *Individual Member 2008-2017*
- ◆ Bethlehem Planning Board 2010 - 2015
- ◆ Bethlehem Conservation Commission 2006 - *current*
- ◆ Granite United Way, North Country Cabinet Member 2011-2012
- ◆ TCCAP: Commendation- Division Director Award, 2011
- ◆ Bethlehem Citizen's Advisory Committee on Recycling 2007-2010
- ◆ Licensed Foster Parent, State of NH 2000-2006
- ◆ Small Business Owner : Aurora Energies 2015- *current*
- ◆ Speakeasy Trio Jazz Vocalist/ Sweet Jamm Swing Band Jazz Vocalist 1997- *current*
- ◆ Member, United States Figure Skating Association/International Skating Institute *current since 1993*

R A N D A L L S . P I L O T T E

S U M M A R Y

Accounting professional with over 29 years of experience, of which 21 years were with a single private manufacturer. 16 years of experience managing accounting professionals. Key competencies include:

Financial Statements	Accounts Payables	Inventory	Fixed Assets
Payroll	Bank Reconciliations	Accounts Receivables	Sales/Use Tax
Budgeting	Cash Flow Management	Audits	Forecasting

E X P E R I E N C E

TRI-COUNTY COMMUNITY ACTION PROGRAM, INC., Berlin, NH

06/2013-Present

CFO (2017 – Present)

Work closely with the CEO, Treasurer and Finance Committee to identify performance goals for the Agency and to maintain systems to monitor performance against those goals. Plan, direct, coordinate, implement and evaluate the financial management systems and activities of the Agency with a budget of \$18M.

- Prepare/provides complete and accurate financial, statistical, and accounting records for the Agency and outside regulatory agencies.
- As a member of the senior management team, assists in the formulation and execution of corporate finance policies, objectives and programs.
- Prepares program and agency budgets in conjunction with the CEO and Program Directors. Plan, direct, coordinate, implement and evaluate fiscal performance reviews of Tri-County CAP's divisions.
- Hire, train, direct and evaluate employee performance within the department; recommend promotions and salary adjustments.
- Provides supervision and direction for the Facilities Management Team, ensuring that all mortgages, leases and covenants are maintained for Tri-County CAP's facilities. Creation of five-year capital plan.
- Reviews cash flows for each division, monitor cash management practices, and monitor investments associated with each property.
- Prepared five-year debt reduction plan.

Fiscal Director/Interim CFO (2016 – 2017)

- Direct and manage a fiscal staff of 5 and processes associated with the general ledger, payroll, and accounts payable, accounts receivable, cash receipts and fixed assets.
- Prepare and supervise the production of financial statements including Balance Sheet, Revenue and Expense Reports, and Cost Summaries on a monthly and annual basis.
- Maintain proper accounting controls on grants and contributions to ensure accurate revenue reporting and expense tracking to support periodic monitoring's by funders and auditors.
- Ensure all balance sheet, revenue and expense accounts are analyzed and reconciled periodically.
- Collaborate with Division Directors to monitor departmental revenue and expenses versus budget.
- Worked with the CFO to develop real time monthly and annual financial reporting; and implementing departmental goals.
- Prepare audit schedules for external auditors.
- Collaborate with external auditors in completing annual audit in a timely manner.

Accounting Manager (2015-2016)

Sr. Accountant (2013-2014)

RANDALL PILOTTE RESUME:

KENT NUTRITION GROUP, INC. (f/k/a Blue Seal Feeds, Inc.), Londonderry, NH

03/1989-09/2010

Assistant Controller (2005-2010)

- Ensured an accurate and timely monthly and year end close, consisting of the preparation of a consolidated and individual financial statement in accordance with GAAP for nine manufacturing plants and 11 retail stores with gross revenues in excess of \$200M. Additional responsibilities included preparing journal entries, account analysis, inventory review and observation, fixed assets, and depreciation.
- Managed, trained, and supervised a staff accountant responsible for ensuring accurate journal entries, inventory reconciliation, tonnage tax returns, bank reconciliations, and assignment of special projects.
- Oversaw all aspects of proprietary software, multi-state payroll system for 500 employees. Prepared all federal and state payroll tax reports, including quarterly and year-end returns, processing of W2s, and supervision of payroll clerk.
- Interfaced with 18 various banks throughout New England and Mid-Atlantic area used as depositories.
- Prepared multi-state sales/use tax returns and acted as point of contact for audits.
- Pro-actively coached and consulted plant and store management on the annual budget development process.
- Oversaw month-end accruals.
- Assisted and responded to auditors' requests on annual audit.
- Filed annual franchise and abandoned property reports with appropriate states.

Accounting Manager (1999-2005)

Supported the Corporate Controller's initiatives by providing supervision and oversight to the Accounting function. Supervised and trained two accounts payable clerks on Chart of Accounts, Accounts Payable, timely and accurate processing and payment of vendor's invoices, employee travel reimbursements, and standard accounting practices.

Accountant/Payroll Supervisor (1994-1999)

Accountant (1989-1994)

NORTHERN TELECOM, INC., Concord, NH

05/1987-03/1989

Associate Results Accountant (1988-1989)

Accounts Payable (1987-1988)

E D U C A T I O N

Bachelor of Science, Accounting, FRANKLIN PIERCE COLLEGE, Concord, NH

Kristy Letendre

"If human beings are perceived as potentials rather than problems, as possessing strengths instead of weaknesses, as unlimited rather than dull and unresponsive, then they thrive and grow to their capabilities."

-Barbara Bush

Experience

July 2020–Present
Chief Programs Officer • TCCAP, Inc

Responsible to provide leadership, supervision, oversight, and management of the agency's programs and services directly or through a program director or manager as well as works with the Chief Executive Officer to develop future business for the agency. Responsible to ensure that all programs and services comply with national program standards and state / federal governing laws and requirements.

May 2019–Present
Division Director • TCCAP, Inc- Prevention

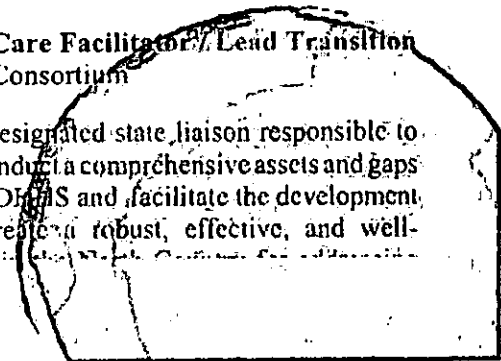
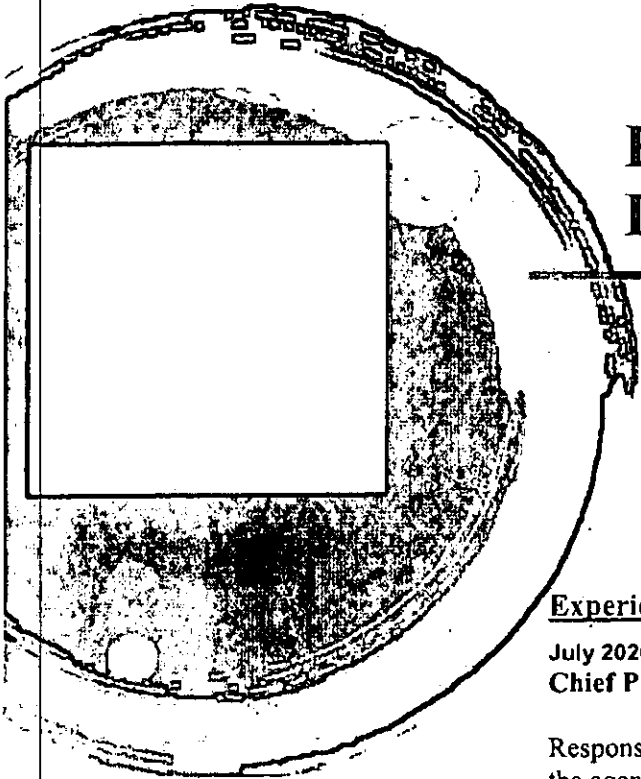
Responsible to provide Sr. Leadership and oversight to the development, design, daily operation, compliance, and financial solvency of the programs and facilities under Prevention Services which include Guardianship Services; Homeless Programs, including Tyler Blain Homeless Shelter, and Advocacy and Support Services for Victims of Domestic Violence and Sexual Assault, including Emergency Shelter Services at the Support Center at Burch House

Sept 2018–Present
Division Operations Coordinator • TCCAP, Inc- Prevention

Responsible for monitoring compliance of grant deliverables and legal / ethical integrity of programs and services offered throughout the Division. Responsible to compile and analyze division data; reporting trends and outcomes to Sr. management and local stakeholders. Responsible to develop, review, and update program written policy, procedures, and work flows. Responsible for program development and oversight.

May 2017–August 2018
North Country SUD Continuum of Care Facilitator / Lead Transition Coordinator • North Country Health Consortium

COCF: The North Country Region's designated state liaison responsible to work with regional key stakeholders to conduct a comprehensive assets and gaps analysis; reporting back findings to NH DHS and facilitate the development of a comprehensive plan aimed to create a robust, effective, and well-coordinated Continuum of Care (CoC) in the North Country for individuals





April 2014–May 2017
 Division Director • TCCAP, Inc- Clinical Services

Responsible to provide Sr. Leadership and oversight to the development, design, daily operation, compliance, and financial solvency of the programs and facilities under Clinical Services including the Division of Alcohol and other Drug Services, Friendship House; the region's 32- bed Residential Treatment facility, and the Tamworth Dental Center Practice.

May 2014–April 2014
 Associate Division Director •TCCAP, Inc- Division of Alcohol and Drugs

In conjunction with the Division Director, responsible to provide joint Sr. Leadership and oversight to the development, design, daily operation, compliance, and financial solvency of the programs and facilities under the Division of Alcohol and other Drug Services, including Friendship House, the region's 32- bed Residential Treatment facility, the out-patient SUD treatment practice with 6 satellite sites throughout the 3 counties in the North Country and the Impaired Driver Care Management Program.

Accomplishments

Friendship House New Construction-Bethlehem, NH-\$5.2 MIL - 2015-2018
 17,588-sq ft, 32-Bed Residential Substance Use Disorder Treatment Facility

- Submission of state and federal grant applications resulting in \$2.7 MIL in awards & executed a grass roots advocacy campaign securing the remaining \$2.5 MIL in anonymous donations
- Issued all final project approvals on the design, project development, construction, submission of permit applications and town zoning requirements, and licensure and compliance standards.

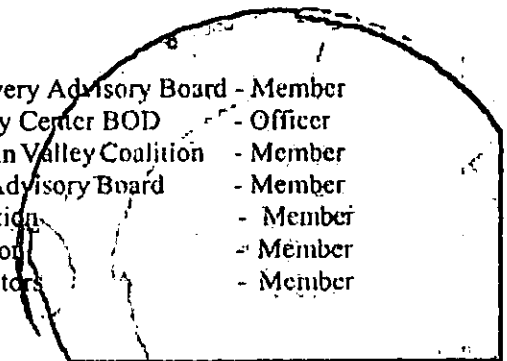
Implemented New Reimbursement System, 2015

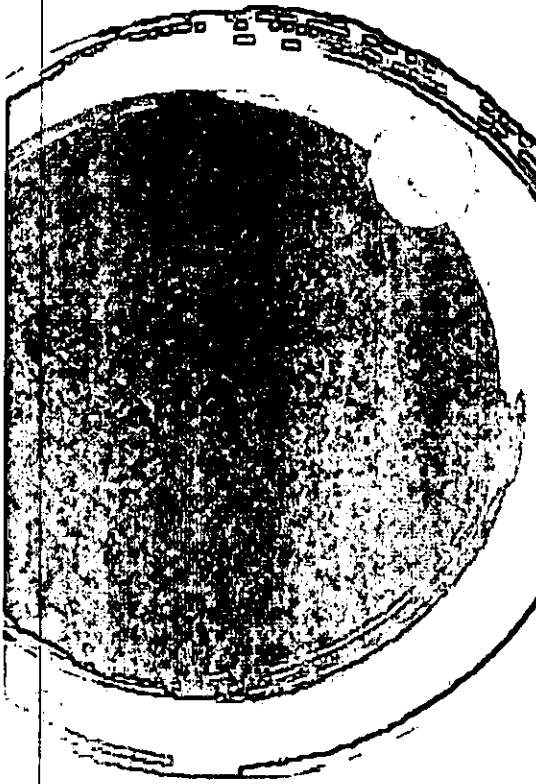
- Eliminated the Division's dependence on grant funding by successfully procuring contracts and credentialing with NH Medicaid, MCO's, and Commercial insurance companies creating eligibility to submit claims on a fee-for-service basis stabilizing revenue and enhancing rates for service.
- Successfully negotiated a contract amendment with DHHS to expand billable services to include Outpatient and Intensive Outpatient services resulting in an increase to from \$1.8 MIL to \$2.5MIL

Expert Panelist - Guidance Document on Best Practices: Community-Based MAT for Opioid Use Disorders in New Hampshire, First Edition, 2016

Civic Involvement

- | | | |
|----------------|--|-----------|
| 2019 - Present | MWV Supports Recovery Advisory Board | - Member |
| 2017 – Present | North Country Serenity Center BOD | - Officer |
| 2016- Present | Stand-Up Androscoggin Valley Coalition | - Member |
| 2016 – 2018 | Project Aware, BHS, Advisory Board | - Member |
| 2017 – Present | Littleton ATOD Coalition | - Member |
| 2018 – Present | Lancaster Area Coalition | - Member |
| 2016 – 2017 | NCHC Board of Directors | - Member |





Skills

Creative flair	Good sense of humor	Excellent written and oral communication skills
Engaging Community Presenter	Cultural intelligence	Well- informed in policy and procedure development
Proficient in Office Suite	Versatile and adaptable	Proficient in budget development and management
Solution focused problem resolution	Computer and technology adept	Lateral thinking and logical reasoning
Unique leadership through empowerment	Knowledgeable grant writer	Innovative
Detail oriented	Creative strategic planner	Experienced non-profit management
Excellent Community and political relations	Advocacy	Approachable, relatable, and relevant

Education

Plymouth State University, Plymouth NH.

2017-In Progress | Business Administration

Coursework: accounting, economics, finance, management, marketing theories and practices of business ethics and social responsibility, quantitative skills to analyze.

White Mountains Community College, Berlin NH.

2015-2017 | Business Administration

Coursework: management, accounting, finance, strategy, economics, statistics, marketing, operations/project management, entrepreneurship, and computer applications. Completed requirements of the first two years of a four-year business administration degree, AS-equivalent, 4.0 GPA

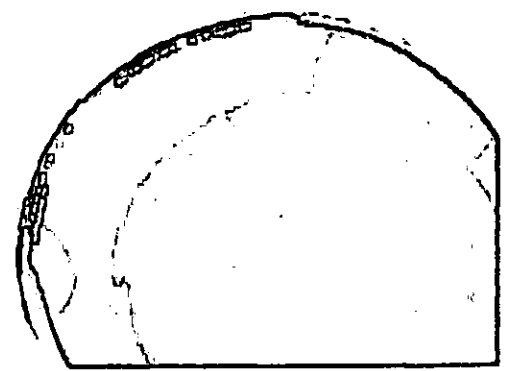
White Mountains Community College, Berlin NH.

2011 | Leadership North Country

Coursework: The program selects a diverse group aspiring leaders in northern New Hampshire through a competitive nomination and application process. Candidates participate in a 9-month program focused on education, arts and culture, leadership and civil engagement, travel and tourism, and government and politics.

References

Available upon request



Tri-County Community Action Program, Inc.

Key Personnel

ServiceLink Aging and Disability Resource Center Services Contract

Name	Job Title	Salary	% Salary paid from contract	Amount paid from contract
Jeanne Robillard	Chief Executive Officer	\$132,000	0%	0
Randall Pilotte	Chief Financial Officer	\$85,000	0%	0
Kristy Letendre	Chief Programs Officer	\$80,000	0%	0
Betty Gilcris	Department Head	\$67,500	0%	0
Cheryl O'Malley	Program Director	\$45,000	100%	\$45,000

A
MMA



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES**

Lori A. Shiblette
Commissioner

Deborah D. Scheetz
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 31, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24, Governor Sununu has authorized the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into **Retroactive** amendments to existing contracts with the Contractors listed below for Aging and Disability Resource Center ServiceLink services in ten (10) geographic areas of the state to provide funds to purchase COVID-19 protective supplies by increasing the total price limitation by \$48,374.00 from \$6,443,554.02 to \$6,491,928.02 with no change to the contract completion dates of June 30, 2022, effective retroactive to July 1, 2020. 57% Federal Funds. 43% General Funds.

The original contracts were approved by Governor and Council on May 20, 2020, Item #18.

Vendor Name	Vendor Code	Area Served	Current Amount	Increase (Decrease)	Revised Amount
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	177278	Rockingham and Strafford County	\$1,878,961.60	\$14,515.00	\$1,893,476.60
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Merrimack County	\$655,231.64	\$5,322.00	\$660,553.64
Easter Seals New Hampshire, Inc.	177204	Hillsborough County excluding Antrim, Bennington, Frankestown.	\$821,625.24	\$13,068.00	\$834,693.24

		Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County			
Grafton County Senior Citizens Council, Inc.	177675	Grafton County	\$645,745.58	\$3,385.00	\$649,130.58
Partnership for Public Health	165635	Belknap and Carroll County	\$879,649.94	\$5,318.00	\$884,967.94
Monadnock Collaborative	159303	Cheshire County, Sullivan County, and Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$1,185,966.42	\$5,318.00	\$1,191,284.42
Tri-County Community Action Program	177195	Coos County	\$376,373.60	\$1,448.00	\$377,821.60
		Total:	\$6,443,554.02	\$48,374.00	\$6,491,928.02

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

See attached fiscal details

EXPLANATION

These amendments are **Retroactive** because the Contractors incurred expenses related to delivering services during the COVID-19 State of Emergency that were not anticipated when the current contracts were submitted for approval.

The purpose of these amendments is to provide additional funding for ServiceLink Aging and Disability Resource Center services, State Health Insurance Assistance Program Trainer services, and Medicaid Eligibility Coordinator services. Contractors will purchase COVID-19

protective supplies such as portable free standing sneeze guards, wall mounted hand sanitizers, face masks, and face shields in order to provide services safely during the current COVID-19 State of Emergency.

ServiceLink Resource Centers are a statewide network of community-based resources for older individuals and adults living with disabilities and their families. The ServiceLink Resource Centers are available to anyone who needs assistance, guidance, help finding services, or support to live independently. ServiceLink partners will promote the independence and well-being of the people they serve at locally based offices and many satellites throughout New Hampshire.

Area served: Statewide.

Source of Funds: CFDA #93.667 FAIN2001NHSOSR, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.052 FAIN2001NHOFAC-02, CFDA# 93.77 MEDICAID, CFDA #93.324 FAIN90SA0003-02-03, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.071 FAIN2001NHMISH-00, and CFDA #93.791, FAIN 1LICMS300148-01-10.

Respectfully submitted,



Lori A. Shibinette
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
SFY21-22

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
IHHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$257,930.64	\$1,320.00	\$259,250.64
545-500387	I & R Contracts	2021	\$15,685.18	\$0.00	\$15,685.18
570-500928	Family Caregiver	2021	\$54,000.00	\$0.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$257,930.64	\$0.00	\$257,930.64
545-500387	I & R Contracts	2022	\$15,685.18	\$0.00	\$15,685.18
570-500928	Family Caregiver	2022	\$54,000.00	\$0.00	\$54,000.00
		Subtotal	\$655,231.64	\$1,320.00	\$656,551.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$182,367.93	\$960.00	\$183,327.93
545-500387	I & R Contracts	2021	\$11,009.79	\$0.00	\$11,009.79
570-500928	Family Caregiver	2021	\$27,000.00	\$0.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$182,367.93	\$0.00	\$182,367.93
545-500387	I & R Contracts	2022	\$11,009.79	\$0.00	\$11,009.79
570-500928	Family Caregiver	2022	\$27,000.00	\$0.00	\$27,000.00
		Subtotal	\$440,755.44	\$960.00	\$441,715.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$450,539.75	\$2,640.00	\$453,179.75
545-500387	I & R Contracts	2021	\$26,393.33	\$0.00	\$26,393.33
570-500928	Family Caregiver	2021	\$67,000.00	\$0.00	\$67,000.00
102-500734	Contracts for Program Services	2022	\$450,539.75	\$0.00	\$450,539.75
545-500387	I & R Contracts	2022	\$26,393.33	\$0.00	\$26,393.33
570-500928	Family Caregiver	2022	\$67,000.00	\$0.00	\$67,000.00
		Subtotal	\$1,087,866.16	\$2,640.00	\$1,090,506.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$340,599.58	\$3,240.00	\$343,839.58
545-500387	I & R Contracts	2021	\$16,213.04	\$0.00	\$16,213.04
570-500928	Family Caregiver	2021	\$54,000.00	\$0.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$340,599.58	\$0.00	\$340,599.58
545-500387	I & R Contracts	2022	\$16,213.04	\$0.00	\$16,213.04
570-500928	Family Caregiver	2022	\$54,000.00	\$0.00	\$54,000.00
		Subtotal	\$821,625.24	\$3,240.00	\$824,865.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$264,726.97	\$840.00	\$265,566.97
545-500387	I & R Contracts	2021	\$17,645.82	\$0.00	\$17,645.82
570-500928	Family Caregiver	2021	\$40,500.00	\$0.00	\$40,500.00
102-500734	Contracts for Program Services	2022	\$264,726.97	\$0.00	\$264,726.97
545-500387	I & R Contracts	2022	\$17,645.82	\$0.00	\$17,645.82
570-500928	Family Caregiver	2022	\$40,500.00	\$0.00	\$40,500.00
		Subtotal	\$645,745.58	\$840.00	\$646,585.58

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$337,107.04	\$1,320.00	\$338,427.04
545-500387	I & R Contracts	2021	\$21,717.93	\$0.00	\$21,717.93
570-500928	Family Caregiver	2021	\$81,000.00	\$0.00	\$81,000.00
102-500734	Contracts for Program Services	2022	\$337,107.04	\$0.00	\$337,107.04

545-500387	I & R Contracts	2022	\$21,717.93	\$0.00	\$21,717.93
570-500928	Family Caregiver	2022	\$81,000.00	\$0.00	\$81,000.00
		Subtotal	\$879,649.94	\$1,320.00	\$880,969.94

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$468,735.81	\$1,320.00	\$470,055.81
545-500387	I & R Contracts	2021	\$31,747.40	\$0.00	\$31,747.40
570-500928	Family Caregiver	2021	\$67,500.00	\$0.00	\$67,500.00
102-500734	Contracts for Program Services	2022	\$468,735.81	\$0.00	\$468,735.81
545-500387	I & R Contracts	2022	\$31,747.40	\$0.00	\$31,747.40
570-500928	Family Caregiver	2022	\$67,500.00	\$0.00	\$67,500.00
		Subtotal	\$1,135,966.42	\$1,320.00	\$1,137,286.42

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$150,780.29	\$360.00	\$151,140.29
545-500387	I & R Contracts	2021	\$10,406.51	\$0.00	\$10,406.51
570-500928	Family Caregiver	2021	\$27,000.00	\$0.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$150,780.29	\$0.00	\$150,780.29
545-500387	I & R Contracts	2022	\$10,406.51	\$0.00	\$10,406.51
570-500928	Family Caregiver	2022	\$27,000.00	\$0.00	\$27,000.00
		Subtotal	\$376,373.60	\$360.00	\$376,733.60

Total 9565	\$6,043,214.02	\$12,000.00	\$6,055,214.02
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05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT- (100% Federal Funds - SHIP Trainer - 3 Sources)

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$25,000.00	\$0.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$25,000.00	\$0.00	\$25,000.00
		Subtotal	\$50,000.00	\$0.00	\$50,000.00

Total 3317	\$50,000.00	\$0.00	\$50,000.00
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05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON (100% Federal Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$87,585.00	\$0.00	\$87,585.00

Total 8920	\$87,585.00	\$0.00	\$87,585.00
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05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES. (50% Federal Funds, 50% General Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$175,170.00	\$0.00	\$175,170.00
		Subtotal	\$262,755.00	\$0.00	\$262,755.00

Total 2164	\$262,755.00	\$0.00	\$262,755.00
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05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT

ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICES GRANTS
 (100% Federal Funds - SIIP Admin)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$4,002.00	\$4,002.00
		Subtotal	\$0.00	\$4,002.00	\$4,002.00

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$2,909.00	\$2,909.00
		Subtotal	\$0.00	\$2,909.00	\$2,909.00

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$8,006.00	\$8,006.00
		Subtotal	\$0.00	\$8,006.00	\$8,006.00

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$9,828.00	\$9,828.00
		Subtotal	\$0.00	\$9,828.00	\$9,828.00

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$2,545.00	\$2,545.00
		Subtotal	\$0.00	\$2,545.00	\$2,545.00

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$3,998.00	\$3,998.00
		Subtotal	\$0.00	\$3,998.00	\$3,998.00

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$3,998.00	\$3,998.00
		Subtotal	\$0.00	\$3,998.00	\$3,998.00

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$1,088.00	\$1,088.00
		Subtotal	\$0.00	\$1,088.00	\$1,088.00

Total #925			\$0.00	\$36,374.00	\$36,374.00
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Summary by Vendor by Year (OPTIONAL SERVICES SEPARATE)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$327,615.82	\$5,322.00	\$332,937.82
	2022	\$327,615.82	\$0.00	\$327,615.82
	Subtotal	\$655,231.64	\$5,322.00	\$660,553.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$220,377.72	\$3,869.00	\$224,246.72
	2022	\$220,377.72	\$0.00	\$220,377.72
	Subtotal	\$440,755.44	\$3,869.00	\$444,624.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$543,933.08	\$10,646.00	\$554,579.08
	2022	\$543,933.08	\$0.00	\$543,933.08
	Subtotal	\$1,087,866.16	\$10,646.00	\$1,098,512.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$410,812.62	\$13,068.00	\$423,880.62
	2022	\$410,812.62	\$0.00	\$410,812.62
	Subtotal	\$821,625.24	\$13,068.00	\$834,693.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$322,872.79	\$3,385.00	\$326,257.79
	2022	\$322,872.79	\$0.00	\$322,872.79
	Subtotal	\$645,745.58	\$3,385.00	\$649,130.58

Lakes Region Partnership for Public Health (Vendor # 165635)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$439,824.97	\$5,318.00	\$445,142.97
	2022	\$439,824.97	\$0.00	\$439,824.97
	Subtotal	\$879,649.94	\$5,318.00	\$884,967.94

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$567,983.21	\$5,318.00	\$573,301.21
	2022	\$567,983.21	\$0.00	\$567,983.21
	Subtotal	\$1,135,966.42	\$5,318.00	\$1,141,284.42

Tri County Community Action Program, Inc. (Vendor # 177195)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$188,186.80	\$1,448.00	\$189,634.80
	2022	\$188,186.80	\$0.00	\$188,186.80
	Subtotal	\$376,373.60	\$1,448.00	\$377,821.60

Monadnock Collaborative (Vendor # 159303) OTHER SERVICES

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$25,000.00	\$0.00	\$25,000.00
	2022	\$25,000.00	\$0.00	\$25,000.00
	Subtotal	\$50,000.00	\$0.00	\$50,000.00

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278) OTHER SERVICES

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$175,170.00	\$0.00	\$175,170.00
	2022	\$175,170.00	\$0.00	\$175,170.00
	Subtotal	\$350,340.00	\$0.00	\$350,340.00

Grand Total SFY21	2021	\$3,221,777.01	\$48,374.00	\$3,270,151.01
Grand Total SFY22	2022	\$3,221,777.01	\$0.00	\$3,221,777.01
Total Contract		\$6,443,554.02	\$48,374.00	\$6,491,928.02

ACCOUNTING UNIT SUMMARY

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SYS.
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$2,452,788.01	\$12,000.00	\$2,464,788.01
543-500387	I & R Contracts	2021	\$150,819.00	\$0.00	\$150,819.00
570-500928	Family Caregiver	2021	\$418,000.00	\$0.00	\$418,000.00
102-500734	Contracts for Program Services	2022	\$2,452,788.01	\$0.00	\$2,452,788.01
543-500387	I & R Contracts	2022	\$150,819.00	\$0.00	\$150,819.00
570-500928	Family Caregiver	2022	\$418,000.00	\$0.00	\$418,000.00
		Subtotal	\$6,043,214.02	\$12,000.00	\$6,055,214.02

05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT- (100% Federal Funds - SIIP Trainer - 3 Sources)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$25,000.00	\$0.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$25,000.00	\$0.00	\$25,000.00
		Subtotal	\$50,000.00	\$0.00	\$50,000.00

05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON (50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$87,585.00	\$0.00	\$87,585.00

05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, (50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$87,585.00	\$0.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$175,170.00	\$0.00	\$175,170.00
		Subtotal	\$262,755.00	\$0.00	\$262,755.00

05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICES GRANTS. (100% Federal Funds - SIIP Admin)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$36,374.00	\$36,374.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$36,374.00	\$36,374.00

Grand Total SFY21	2021	\$3,221,777.01	\$48,374.00	\$3,270,151.01
Grand Total SFY22	2022	\$3,221,777.01	\$0.00	\$3,221,777.01
Total Contract		\$6,443,554.02	\$48,374.00	\$6,491,928.02



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
ServiceLink Aging and Disability Resource Center Services Contract**

This 1st Amendment to the ServiceLink Aging and Disability Resource Center Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 30 Exchange St. Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 20, 2020, (Item #18), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$377,821.60.
2. Modify Exhibit C-1 Budget by replacing in its entirety with Exhibit C-1 Amendment #1 Budget, which is attached hereto and incorporated by reference herein.



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be retroactively effective to July 1, 2020, subject to the Governor's approval issued under Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24.

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

State of New Hampshire
Department of Health and Human Services

1/19/2021

Date

DocuSigned by:

Deborah D. Scheetz

Name: Deborah D. Scheetz

Title: Director Division of Long Term Supports and Services

Tri-County Community Action Program, Inc.

1/6/2021

Date

DocuSigned by:

Jeanne Robillard

Name: Jeanne Robillard

Title: CEO



**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

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

OFFICE OF THE ATTORNEY GENERAL

1/30/2021

Date

DocuSigned by:

Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment received Governor approval issued under Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, and 2020-24.

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-1 Amendment #1 Budget

New Hampshire Department of Health and Human Services											
Blorder/Program Name:		Tri-County Community Action Progm, Inc.									
Budget Request for:		ServiceLink Aging and Disability resource Center Services									
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	\$ 118,000.00	\$ 14,750.00	\$ 132,750.00	\$ -	\$ -	\$ -	\$ 118,000.00	\$ 14,750.00	\$ 132,750.00		
2. Employee Benefits	\$ 34,220.00	\$ 4,277.50	\$ 38,497.50	\$ -	\$ -	\$ -	\$ 34,220.00	\$ 4,277.50	\$ 38,497.50		
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Office	\$ 650.00	\$ 81.25	\$ 731.25	\$ -	\$ -	\$ -	\$ 650.00	\$ 81.25	\$ 731.25		
6. Travel	\$ 2,800.00	\$ 350.00	\$ 3,150.00	\$ -	\$ -	\$ -	\$ 2,800.00	\$ 350.00	\$ 3,150.00		
7. Occupancy	\$ 6,782.13	\$ -	\$ 6,782.13	\$ -	\$ -	\$ -	\$ 6,782.13	\$ -	\$ 6,782.13		
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Telephone	\$ 1,818.82	\$ 227.35	\$ 2,046.17	\$ -	\$ -	\$ -	\$ 1,818.82	\$ 227.35	\$ 2,046.17		
Postage	\$ 400.00	\$ 48.00	\$ 448.00	\$ -	\$ -	\$ -	\$ 400.00	\$ 48.00	\$ 448.00		
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. Software	\$ 350.00	\$ 43.75	\$ 393.75	\$ -	\$ -	\$ -	\$ 350.00	\$ 43.75	\$ 393.75		
10. Marketing/Communications	\$ 300.00	\$ 36.00	\$ 336.00	\$ -	\$ -	\$ -	\$ 300.00	\$ 36.00	\$ 336.00		
11. Staff Education and Training	\$ 2,000.00	\$ 250.00	\$ 2,250.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 250.00	\$ 2,250.00		
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Printing	\$ 2,000.00	\$ 240.00	\$ 2,240.00	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 240.00	\$ 2,240.00		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL	\$ 168,330.95	\$ 20,303.85	\$ 188,634.80	\$ -	\$ -	\$ -	\$ 168,330.95	\$ 20,303.85	\$ 188,634.80		
Indirect As A Percent of Direct		12.0%									

18 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Sahlbette
Commissioner

Deborah D. Sebretz
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
Fax: 603-271-5166 TDD Access: 1-800-735-1964
www.dhhs.nh.gov

April 30, 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 Long Term Supports and Services, to award contracts with the vendors listed below in an amount not to exceed \$6,443,554.02 to provide Aging and Disability Resource Center ServiceLink services in ten (10) geographic areas of the state to improve access to information on the full range of long-term services and supports, with the option to renew for up to two (2) additional years, effective July 1, 2020 or upon Governor and Council approval, whichever is later, through June 30, 2022. 56.67% Federal funds, 43.33% General funds.

Vendor Name	Vendor Code	Area Served	Contract Amount
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners.	177278	Rockingham and Strafford County	\$1,878,961.60
Community Action Program Belknap-Merrimack Counties, Inc.	177203	Merrimack County	\$655,231.64
Easter Seals New Hampshire, Inc.	177204	Hillsborough County excluding Antrim, Bennington, Francestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$821,625.24
Grafton County Senior Citizens Council, Inc.	177675	Grafton County	\$645,745.58
Partnership for Public Health	165635	Belknap and Carroll County	\$879,649.94

Monadnock Collaborative	159303	Cheshire County, Sullivan County, and Antrim, Bennington, Francaestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County	\$1,185,966.42
Tri-County Community Action Program	177195	Coos County	\$376,373.60
		Total:	\$6,443,554.02

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

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide ServiceLink Aging and Disability Resource Center services, State Health Insurance Assistance Program Trainer services, and Medicaid Eligibility Coordinator services statewide.

The Bureau of Elderly and Adult Services (BEAS) provides a variety of social and long-term supports to adults age 60 and older and to adults between the ages of 18 and 60 who have a chronic illness or disability. Social and long-term services and supports can be accessed through the ServiceLink Resource Center and New Hampshire Department of Health and Human Services (DHHS) District Offices. Services and supports are intended to assist people to live as independently as possible in safety and with dignity.

ServiceLink Resource Centers are a statewide network of community-based resources for older individuals and adults living with disabilities and their families. The ServiceLink Resource Centers are available to anyone who needs assistance, guidance, help finding services, or support to live independently. ServiceLink partners will promote the independence and well-being of the people they serve at locally based offices and many satellites throughout New Hampshire from July 1, 2020 to June 30, 2022.

The vendors will provide access to long-term services and supports, which are home and community-based services provided to individuals to support their level of independence in the home and community. Such services include outreach and education services, information and referrals, transition support services, specialized care transition counseling, long term supports and services, family caregiver support services and State Health Insurance Program Assistance.

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

- Follow-up to 100% of individuals who meet the standard for required follow-up.
- Provide screening to 100% of individuals under the No Wrong Door process.

- Provide Family Caregiver Support respite services to 100% of individuals who are eligible.
- Ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
- Ensure staff scores a minimum of 80% on Person Centered Counseling Training.
- Ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: "Have you or a family member serviced in the military?"

The Department selected the contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 2/28/2020 through 4/8/2020. The Department received 15 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revision to Standard Contract Provisions of the attached contracts, the parties have the option to extend the agreements for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

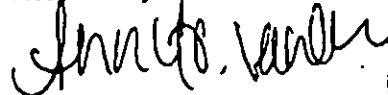
Should the Governor and Council not authorize this request the Department may not be able to comply with RSA 151-E:5, which mandates the establishment of a system of community based information and referral services for elderly and chronically ill adults. In addition, there may be an increase in hospital and nursing home admissions as individuals may not have access to information on community based options and ways to access these options. Lack of access to community-based options for the most vulnerable populations may cause an increase in Medicaid expenditures.

Area served: Statewide

Source of Funds: 56.67% Federal Funds CFDA #93.667 FAIN2001NHSOSR, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.052 FAIN2001NHOAFC-02, CFDA# 93.77 MEDICAID, CFDA #93.324 FAIN90SA0003-02-03, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.071 FAIN2001NHMISH-00, CFDA #93.791, FAIN 1LICMS300148-01-10, and 43.33% General Funds.

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

Respectfully submitted,



Ann H. Landry
Associate Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
SFY21-22

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS.
IIIS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$257,930.64	\$257,930.64
545-500387	I & R Contracts	2021	\$0.00	\$15,685.18	\$15,685.18
570-500928	Family Caregiver	2021	\$0.00	\$54,000.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$257,930.64	\$257,930.64
545-500387	I & R Contracts	2022	\$0.00	\$15,685.18	\$15,685.18
570-500928	Family Caregiver	2022	\$0.00	\$54,000.00	\$54,000.00
	Subtotal		\$0.00	\$655,231.64	\$655,231.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$182,367.93	\$182,367.93
545-500387	I & R Contracts	2021	\$0.00	\$11,009.79	\$11,009.79
570-500928	Family Caregiver	2021	\$0.00	\$27,000.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$182,367.93	\$182,367.93
545-500387	I & R Contracts	2022	\$0.00	\$11,009.79	\$11,009.79
570-500928	Family Caregiver	2022	\$0.00	\$27,000.00	\$27,000.00
	Subtotal		\$0.00	\$440,735.44	\$440,735.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177178)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$450,539.75	\$450,539.75
545-500387	I & R Contracts	2021	\$0.00	\$26,393.33	\$26,393.33
570-500928	Family Caregiver	2021	\$0.00	\$67,000.00	\$67,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$450,539.75	\$450,539.75
545-500387	I & R Contracts	2022	\$0.00	\$26,393.33	\$26,393.33
570-500928	Family Caregiver	2022	\$0.00	\$67,000.00	\$67,000.00
	Subtotal		\$0.00	\$1,087,866.17	\$1,087,866.17

Easter Seals New Hampshire, Inc. (Vendor # 177204)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$340,599.58	\$340,599.58
545-500387	I & R Contracts	2021	\$0.00	\$16,213.04	\$16,213.04
570-500928	Family Caregiver	2021	\$0.00	\$54,000.00	\$54,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$340,599.58	\$340,599.58
545-500387	I & R Contracts	2022	\$0.00	\$16,213.04	\$16,213.04
570-500928	Family Caregiver	2022	\$0.00	\$54,000.00	\$54,000.00
	Subtotal		\$0.00	\$821,625.24	\$821,625.24

Crafton County Senior Citizens Council, Inc. (Vendor # 177675)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$264,726.97	\$264,726.97
545-500387	I & R Contracts	2021	\$0.00	\$17,645.82	\$17,645.82
570-500928	Family Caregiver	2021	\$0.00	\$40,500.00	\$40,500.00
102-500734	Contracts for Program Services	2022	\$0.00	\$264,726.97	\$264,726.97
545-500387	I & R Contracts	2022	\$0.00	\$17,645.82	\$17,645.82
570-500928	Family Caregiver	2022	\$0.00	\$40,500.00	\$40,500.00
	Subtotal		\$0.00	\$645,745.58	\$645,745.58

Lakes Region Partnership for Public Health (Vendor # 165635)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$337,107.04	\$337,107.04
545-500387	I & R Contracts	2021	\$0.00	\$21,717.93	\$21,717.93
570-500928	Family Caregiver	2021	\$0.00	\$81,000.00	\$81,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$337,107.04	\$337,107.04
545-500387	I & R Contracts	2022	\$0.00	\$21,717.93	\$21,717.93
570-500928	Family Caregiver	2022	\$0.00	\$81,000.00	\$81,000.00
		Subtotal	\$0.00	\$879,649.94	\$879,649.94

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$468,735.81	\$468,735.81
545-500387	I & R Contracts	2021	\$0.00	\$31,747.40	\$31,747.40
570-500928	Family Caregiver	2021	\$0.00	\$67,500.00	\$67,500.00
102-500734	Contracts for Program Services	2022	\$0.00	\$468,735.81	\$468,735.81
545-500387	I & R Contracts	2022	\$0.00	\$31,747.40	\$31,747.40
570-500928	Family Caregiver	2022	\$0.00	\$67,500.00	\$67,500.00
		Subtotal	\$0.00	\$1,135,966.42	\$1,135,966.42

Tri County Community Action Program, Inc. (Vendor # 177195)

Class/Account	Contracts for Program Svcs	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$150,780.29	\$150,780.29
545-500387	I & R Contracts	2021	\$0.00	\$10,406.51	\$10,406.51
570-500928	Family Caregiver	2021	\$0.00	\$27,000.00	\$27,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$150,780.29	\$150,780.29
545-500387	I & R Contracts	2022	\$0.00	\$10,406.51	\$10,406.51
570-500928	Family Caregiver	2022	\$0.00	\$27,000.00	\$27,000.00
		Subtotal	\$0.00	\$376,373.60	\$376,373.60

Total 9565	\$0.00	\$6,043,214.03	\$6,043,214.03
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05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, IHHS: ELDERLY AND ADULT ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT (100% Federal Funds - SHIP Trainer - 3 Sources)

Monadnock Collaborative (Vendor # 159303)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$25,000.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$0.00	\$25,000.00	\$25,000.00
		Subtotal	\$0.00	\$50,000.00	\$50,000.00

Total 3317	\$0.00	\$50,000.00	\$50,000.00
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05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON
 (100% Federal Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$87,585.00	\$87,585.00
Total 8920			\$0.00	\$87,585.00	\$87,585.00

05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES,
 (50% Federal Funds, 50% General Funds)

Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$175,170.00	\$175,170.00
		Subtotal	\$0.00	\$262,755.00	\$262,755.00
Total 2164			\$0.00	\$262,755.00	\$262,755.00

Summary by Vendor by Year (OPTIONAL SERVICES SEPARATE)

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$327,615.82	\$327,615.82
	2022	\$0.00	\$327,615.82	\$327,615.82
	Subtotal	\$0.00	\$655,231.64	\$655,231.64

STRAFFORD - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$220,377.72	\$220,377.72
	2022	\$0.00	\$220,377.72	\$220,377.72
	Subtotal	\$0.00	\$440,755.44	\$440,755.44

ROCKINGHAM - Behavioral Health & Development Services of Strafford County, Inc. (Vendor #177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$543,933.08	\$543,933.08
	2022	\$0.00	\$543,933.08	\$543,933.08
	Subtotal	\$0.00	\$1,087,866.16	\$1,087,866.16

Easter Seals New Hampshire, Inc. (Vendor # 177204)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$410,812.62	\$410,812.62
	2022	\$0.00	\$410,812.62	\$410,812.62
	Subtotal	\$0.00	\$821,625.24	\$821,625.24

Grafton County Senior Citizens Council, Inc. (Vendor # 177675)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$322,872.79	\$322,872.79
	2022	\$0.00	\$322,872.79	\$322,872.79
	Subtotal	\$0.00	\$645,745.58	\$645,745.58

Lakes Region Partnership for Public Health (Vendor # 165635)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$439,824.97	\$439,824.97
	2022	\$0.00	\$439,824.97	\$439,824.97
	Subtotal	\$0.00	\$879,649.94	\$879,649.94

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$567,983.21	\$567,983.21
	2022	\$0.00	\$567,983.21	\$567,983.21
	Subtotal	\$0.00	\$1,135,966.42	\$1,135,966.42

Tri-County Community Action Program, Inc. (Vendor # 177195)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$188,186.80	\$188,186.80
	2022	\$0.00	\$188,186.80	\$188,186.80
	Subtotal	\$0.00	\$376,373.60	\$376,373.60

Monadnock Collaborative (Vendor # 159303)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$25,000.00	\$25,000.00
	2022	\$0.00	\$25,000.00	\$25,000.00
	Subtotal	\$0.00	\$50,000.00	\$50,000.00

Behavioral Health & Development Services of Strafford County, Inc. (Vendor # 177278)

	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
	2021	\$0.00	\$175,170.00	\$175,170.00
	2022	\$0.00	\$175,170.00	\$175,170.00
	Subtotal	\$0.00	\$350,340.00	\$350,340.00

Grand Total SFY21	2021	\$0.00	\$3,221,777.01	\$3,221,777.01
Grand Total SFY22	2022	\$0.00	\$3,221,777.01	\$3,221,777.01
Total Contract		\$0.00	\$6,443,554.02	\$6,443,554.02

ACCOUNTING UNIT SUMMARY

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
 IHHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICE LINK

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500734	Contracts for Program Services	2021	\$0.00	\$2,452,788.01	\$2,452,788.01
545-500387	I & R Contracts	2021	\$0.00	\$150,819.00	\$150,819.00
570-500928	Family Caregiver	2021	\$0.00	\$418,000.00	\$418,000.00
102-500734	Contracts for Program Services	2022	\$0.00	\$2,452,788.01	\$2,452,788.01
545-500387	I & R Contracts	2022	\$0.00	\$150,819.00	\$150,819.00
570-500928	Family Caregiver	2022	\$0.00	\$418,000.00	\$418,000.00
		Subtotal	\$0.00	\$6,043,214.02	\$6,043,214.02

05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANT
 (100% Federal Funds - SHIP Trainer - 3 Sources)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$25,000.00	\$25,000.00
102-500731	Contracts for Program Services	2022	\$0.00	\$25,000.00	\$25,000.00
		Subtotal	\$0.00	\$50,000.00	\$50,000.00

05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON
 (50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$0.00	\$0.00
		Subtotal	\$0.00	\$87,585.00	\$87,585.00

05-95-48-482010-2164 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IHHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES,
 (50% Federal Funds, 50% General Funds)

Class/Account	Class Title	State Fiscal Year	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
102-500731	Contracts for Program Services	2021	\$0.00	\$87,585.00	\$87,585.00
102-500731	Contracts for Program Services	2022	\$0.00	\$175,170.00	\$175,170.00
		Subtotal	\$0.00	\$175,170.00	\$175,170.00

Grand Total SFY21	2021	\$0.00	\$3,221,777.01	\$3,221,777.01
Grand Total SFY22	2022	\$0.00	\$3,221,777.01	\$3,221,777.01
Total Contract		\$0.00	\$6,443,554.02	\$6,443,554.02



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

ServiceLink Aging and Disability
 Resource Center Services

RFA-2021-DLTSS-08-SERVI

RFA Name

RFA Number

Reviewer Names

- Bidder Name
1. Behavioral Health and Developmental Services, Inc. - Rockingham
 2. Behavioral Health and Developmental Services, Inc. - Strafford
 3. Behavioral Health and Developmental Services, Inc. - Eligibility Coordinator
 4. Community Action Program Belknap-Merrimack, Inc. - Merrimack
 5. Easter Seals New Hampshire - Hillsborough
 6. Grafton County Senior Citizens Council, Inc. - Grafton
 7. Monadnock Collaborative - Grafton
 8. Monadnock Collaborative - Hillsborough
 9. Monadnock Collaborative - Monadnock
 10. Monadnock Collaborative - Sullivan
 11. Monadnock Collaborative - Trainer
 12. Partnership for Public Health - Belknap
 13. Partnership for Public Health - Carroll
 14. Partnership for Public Health - Coos
 15. Tri-County Community Action Program, Inc. - Coos

Pass/Fail	Maximum Points	Actual Points
	105	99
	105	104
	45	45
	105	96
	105	104
	105	99
	105	81
	105	81
	105	88
	105	88
	45	39
	105	99
	105	100
	105	92
	105	100

1. Thom O'Connor
2. Abigail Conger
3. Jean Crouch
4. Shawn Martin
5. Keriigh Shroeder

Subject: ServiceLink Aging and Disability Resource Center Services RFA-2021-DLTSS-08-SERVI-07

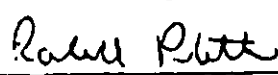
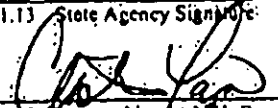

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Tri-County Community Action Program, Inc.		1.4 Contractor Address 30 Exchange St. Berlin, NH 03570	
1.5 Contractor Phone Number (603) 752-7001	1.6 Account Number See Attachment	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$376,373.60
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 4-27-20		1.12 Name and Title of Contractor Signatory Randall Platte, Chief Financial Officer	
1.13 State Agency Signatory  Date: 5-1-2020		1.14 Name and Title of State Agency Signatory Christi Tapscott, Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/8/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ O&C Meeting Date: _____			

Contractor Initials MP
 Date 4-27-20

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 nullifies 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 my 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, 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.



**New Hampshire Department of Health and Human Services
RFA-2021-DLTSS-08-SERVI-07**

Attachment to Form P-37 Block 1.6 Account Number

1.6 Account Number

05-95-48-481010-95650000-102-500734

05-95-48-481010-95650000-545-500387

05-95-48-481010-95650000-570-500928



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor & Executive Council approval or July 1, 2020, whichever is later ("Effective Date").

1.2. 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 years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. 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.



EXHIBIT B

1. Provisions Applicable to All Services

- 1.1. 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 meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future state or federal legislative action or state court orders may have an impact on the Services described herein, the State Agency has the right to modify service priorities and expenditure requirements under this Agreement as to achieve compliance therewith.
- 1.3. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement.
- 1.4. The Contractor shall ensure services are available in Coos County.
- 1.5. The Contractor shall serve as an Aging and Disability Resource Center (ADRC), known as a New Hampshire ServiceLink contractor, as part of the No Wrong Door model. The Contractor shall:
 - 1.5.1. Serve as a highly visible and trusted place for people of all ages to turn to for objective and unbiased information on the full range of long term care supports and services.
 - 1.5.2. Promote awareness of the various options available to people in their community.
 - 1.5.3. Link individuals with needed services
 - 1.5.4. Provide person-centered one-on-one assistance and decision support to individuals.
 - 1.5.5. Serve as a full service access point to all long-term supports and services, including Medicaid long-term support programs and benefits.
 - 1.5.6. Create formal relationships to ensure collaboration with key partners when individuals transition from one setting of care to another.
 - 1.5.7. Serve all adults regardless of physical, intellectual or development disability or mental illness.
 - 1.5.8. Provide information regarding community-based long-term supports and services.
 - 1.5.9. Ensure individuals accessing the ServiceLink system experience the same process and receive the same information regarding Medicaid-funded community-based Long Term Support Service (LTSS) options, regardless of point of entry.



EXHIBIT B

1.6. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:

- 1.6.1. Meet the needs of individuals.
- 1.6.2. Are sustained throughout the geographic area.
- 1.6.3. Produce measurable results.

2. Scope of Work

2.1. Service Link Administrative Requirements

2.1.1. General Requirements

2.1.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:

- 2.1.1.1.1. Operate as an independent program.
- 2.1.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
- 2.1.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.
- 2.1.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.

2.1.1.2. The Contractor shall occupy an independent office space that, at a minimum:

- 2.1.1.2.1. Is an easily accessible area and location.
- 2.1.1.2.2. Meets all applicable state and local building rules and ordinances.
- 2.1.1.2.3. Has sufficient space that includes, but is not limited to:
- 2.1.1.2.4. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.
- 2.1.1.2.5. A confidential meeting room to accommodate a minimum of three (3) individuals.
- 2.1.1.2.6. Has barrier-free/handicap access.
- 2.1.1.2.7. Appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:

2.1.1.2.7.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.

2.1.1.2.7.2. The New Hampshire Department of Military Affairs and Veterans Services.



EXHIBIT B

- 2.1.1.2.8. Has a visible, Department-approved sign on the exterior of the building that reads "ServiceLink Aging and Disability Resource Center."
- 2.1.1.3. The Contractor shall establish telephone and fax lines and equipment that include, but are not limited to:
 - 2.1.1.3.1. Operating a minimum of three (3) telephone numbers/lines and one (1) fax line.
 - 2.1.1.3.2. Configuring one (1) main telephone line (Line #1) to route to the national toll-free ServiceLink program number.
 - 2.1.1.3.3. Configuring telephone system(s) to allow for individual voicemail capabilities for each staff person.
 - 2.1.1.3.4. Working with the Department to ensure consistent telephone numbers are available to the public, and assume responsibility for existing telephone numbers, as appropriate.
- 2.1.1.4. The Contractor, as a core partner of NHCarePath, shall:
 - 2.1.1.4.1. Maintain partnerships with other NHCarePath core partners.
 - 2.1.1.4.2. Coordinate quarterly NHCarePath regional partner meetings within the region, which includes, but is not limited to:
 - 2.1.1.4.2.1. Scheduling meetings.
 - 2.1.1.4.2.2. Inviting participants.
 - 2.1.1.4.2.3. Contacting participants in advance of each meeting for agenda items.
 - 2.1.1.4.2.4. Providing the agenda to participants in advance of each scheduled meeting.
 - 2.1.1.4.2.5. Recording minutes from each meeting.
 - 2.1.1.4.2.6. Distributing meeting minutes to each participant and the Department no later than ten (10) days after each meeting.
 - 2.1.1.4.3. Communicate, on an ongoing basis, with NHCarePath referral sources, including but not limited to:
 - 2.1.1.4.3.1. State or regional hospital.
 - 2.1.1.4.3.2. Senior centers.
 - 2.1.1.4.3.3. Physician practices.
 - 2.1.1.4.3.4. Home health agencies.
 - 2.1.1.4.3.5. Community mental health centers.



EXHIBIT B

- 2.1.1.4.3.6. Municipal health and welfare providers.
- 2.1.1.4.3.7. Brain Injury Associations.
- 2.1.1.4.3.8. Centers for Independent Living.
- 2.1.1.4.3.9. Department of Military Affairs and Veteran Services.
- 2.1.1.4.3.10. Adult Protective Services.
- 2.1.1.4.3.11. Information and referral/2-1-1 programs.
- 2.1.1.4.3.12. Regional Public Health Networks.
- 2.1.1.4.3.13. Other community-based organizations.
- 2.1.1.4.4. Participate in strategic planning of NHCarePath, which is the Department's No Wrong Door (NWD) model.
- 2.1.1.5. The Contractor shall utilize the Refer 7 database to support all business functions related to the Scope of Services, as directed by the Department.
- 2.1.1.6. The Contractor shall maintain a waitlist of individuals who have been determined as eligible for Medicaid/Medicare supports and services, and/or other publically funded supports and services due to unavailability of funding or resources. The Contractor shall:
 - 2.1.1.6.1. Document information in the Refer 7 system for each individual waiting for services, in accordance with Department policies and procedures.
 - 2.1.1.6.2. Monitor the wait time for individuals to receive services, from the date of initial contact with ServiceLink to the date individuals receive services for which they are eligible.
 - 2.1.1.6.3. Provide quarterly reports to the Department that include, but are not limited to:
 - 2.1.1.6.3.1. The wait time for each individual by the type of service.
 - 2.1.1.6.3.2. Reason for wait time.
- 2.1.1.7. The Contractor shall conduct consumer satisfaction surveys on a quarterly basis to measure consumer satisfaction with delivered services. The Contract shall:
 - 2.1.1.7.1. Utilize the Department's approved survey tool.
 - 2.1.1.7.2. Distribute the survey to consumers as directed by the Department.
 - 2.1.1.7.3. Collect completed surveys.
 - 2.1.1.7.4. Enter each completed survey into an online database as directed by the Department.



EXHIBIT B

2.1.2. Outreach and Education Services

2.1.2.2. The Contractor shall deliver outreach and education services to promote ServiceLink services.

2.1.2.3. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.

2.1.2.4. The Contractor shall submit an outreach and marketing plan to the Department for review and approval within sixty (60) days of the contract effective date which shall include, but is not limited to:

2.1.2.4.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.

2.1.2.4.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.

2.1.2.4.3. Strategies to assess the effectiveness of outreach and marketing activities.

2.1.2.4.4. Feedback loops to monitor and modify outreach and marketing activities as needed.

2.2. Consumer Information, Referral and Counseling Services

2.2.1. Information and Referral/Assistance Plan (I&R/A)

2.2.1.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:

2.2.1.1.1. A description of all systematic processes to ensure consistent delivery of services.

2.2.1.1.2. All services and resources available to the population of the geographic region.

2.2.1.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.

2.2.1.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer 7.5 Manual, and as amended.

2.2.1.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).



EXHIBIT B

- 2.2.1.5. The Contractor shall utilize the Refer 7 database to provide the most current information available to clients.
- 2.2.1.6. The Contractor shall provide Refer 7 Administration with current agency information which complies with the established inclusion and exclusion policies in the Refer 7.5 Manual, and as amended.
- 2.2.1.7. The Contractor shall conduct Person-Centered Options Counseling in accordance with the federal No Wrong Door System guidelines.
- 2.2.1.8. The Contractor shall ensure staff:
 - 2.2.1.8.1. Attend outreach and education trainings, as directed by the Department.
- 2.2.1.9. Are trained in safeguarding the confidentiality of all clients as required by state and federal laws.
- 2.2.2. Transition Support Services
 - 2.2.2.1. The Contractor shall provide Transition Support Services to assist individuals in unnecessary placements into nursing homes or institutional settings.
 - 2.2.2.2. The Contractor shall assist individuals with the transition from acute care settings into their homes/communities.
 - 2.2.2.3. The Contractor shall assist individuals with arranging community services and supports needed to remain at home and avoid unnecessary hospital readmissions.
 - 2.2.2.4. The Contractor shall assist individuals regardless of income or eligibility in avoiding unnecessary placements into nursing homes or other institutionalized settings.
 - 2.2.2.5. The Contractor shall assist individuals with accessing LTSS in order to transition back to the community.
 - 2.2.2.6. The Contractor shall provide outreach and education for facility administrators and discharge planners regarding ServiceLink and any protocols and formal processes that are in place between the ServiceLink Contractors and their respective organizations.
 - 2.2.2.7. The Contractor shall serve as a Local Contact Agency (LCA) to provide transition services for institutionalized individuals who indicate a desire to return to the community through the clinical assessment tool, Minimum Data Set (MDS) 3.0 Section Q.
- 2.2.3. Specialized Care Transition Counseling
 - 2.2.3.1. The Contractor shall provide Specialized Care Transition Counseling and Support services that include, but are not limited to:
 - 2.2.3.1.1. Ensuring staff conducting Person-Centered Counseling have the experience and skills required to successfully facilitate the transition of individuals from acute care settings back to their homes.



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- 2.2.3.2. Demonstrating development and implementation of a collaborative relationship with acute care entities that define the role of ServiceLink staff responsible for facilitating hospital-to-home transitions for individuals with LTSS needs. The Contract shall:
- 2.2.3.2.1. Support warm hand-offs by participating in interdisciplinary communication across acute, primary care and LTSS service providers/systems.
 - 2.2.3.2.2. Establish a process for identifying individuals and caregivers in need of transition support services.
 - 2.2.3.2.3. Develop protocols for referring individuals to the local ServiceLink contractor for Person-Centered Options Counseling, transition support, and coordination.
 - 2.2.3.2.4. Perform consultation services for hospital staff regarding available LTSS in the community.
 - 2.2.3.2.5. Deliver regular training and in-service sessions to facility administrators and discharge planners about ServiceLink programs and any protocols and processes in place between ServiceLink and their respective organizations.
- 2.2.3.3. Involving stakeholders in the quality improvement process for enhanced care transitions and coordination services.
- 2.2.3.4. Engaging individuals while in an acute care setting to assist in transitioning to home and community-based settings, which includes, but is not limited to:
- 2.2.3.4.1. Facilitating the coordination of services and supports needed for transition;
 - 2.2.3.4.2. Providing individuals with a safe and secure setting.
 - 2.2.3.4.3. Assisting in the prevention of hospital readmission.
- 2.2.3.5. The Contractor shall ensure staff performing Specialized Care, Transition Counseling and Support are equipped to provide services that include but are not limited to:
- 2.2.3.5.1. Hospital discharge planning meetings.
 - 2.2.3.5.2. Meetings with individuals and family members according to their preferences and goals for transition.
 - 2.2.3.5.3. Post-discharge follow up as needed, requested and appropriate in adherence to follow-up procedures and protocols to support successful transitions to home.
 - 2.2.3.5.4. Documenting contacts on behalf of transitioning individuals in the Refer 7 database.
 - 2.2.3.5.5. Developing transition plans for clients and assist individuals with finding and accessing home and



EXHIBIT B

community-based services according to the transition plan.

2.3. Consumer Program Eligibility and Enrollment

2.3.1. Long Term Supports and Services (LTSS) Eligibility Determination Services

2.3.1.1. The Contractor shall follow Department policies and processes to assist individuals with accessing LTSS.

2.3.1.2. The Contractor shall facilitate eligibility in accordance with Person-Centered Options Counseling protocols and procedures that include, but are not limited to:

2.3.1.2.1. Assisting individuals with determining appropriate payment and delivery of services.

2.3.1.2.2. Providing individuals with financial assessment, as applicable.

2.3.1.2.3. Assisting clients with accessing community-based LTSS programs.

2.3.1.2.4. Developing processes for accessing public LTSS programs.

2.3.1.2.5. Ensuring eligibility documents are completed and submitted to the Department.

2.3.1.2.6. Collaborating with the Department to assess and determine client eligibility.

2.3.1.2.7. Utilizing the Department's intake and eligibility determination systems to monitor client eligibility and redetermination status.

2.3.1.2.8. Ensuring staff have access to and training on systems necessary to determine eligibility for services.

2.3.1.2.9. Providing additional Person-Centered Options and Counseling to individuals determined ineligible for LTSS, as appropriate.

2.3.1.2.10. Participating in Department trainings on screening protocols that facilitate the financial eligibility process.

2.3.1.2.11. Complying with Department policies and procedures regarding the Medicaid eligibility determination process.

2.3.1.3. The Contractor shall collaborate with state and community programs that serve Medicare beneficiaries in rural areas to determine program eligibility for individuals seeking services, facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education about Medicare via referrals to ServiceLink. State and community programs may include, but are not limited to:



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- 2.3.1.3.1. NH Family Caregiver Program
- 2.3.1.3.2. State Nutrition Consultant for New Hampshire Meals on Wheels and Congregate Meals.
- 2.3.1.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence in areas that include, but are not limited to:
 - 2.3.1.4.1. Faith Based Communities and/or Parish Nurses.
 - 2.3.1.4.2. Social Security Administration.
 - 2.3.1.4.3. Low income housing sites.
 - 2.3.1.4.4. Senior Centers.
- 2.4. Specialty Program Services
 - 2.4.1. Family Caregiver Support Program Services
 - 2.4.1.1. The Contractor shall provide staffing according to Section 4, Staffing, Subsection 4.4, Paragraph 4.4.7 to conduct client assessments and ongoing home visits.
 - 2.4.1.2. The Contractor shall ensure staff maintain knowledge of current community resources.
 - 2.4.1.3. The Contractor shall ensure:
 - 2.4.1.3.1. A minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC); or
 - 2.4.1.3.2. A minimum of two (2) individuals in the geographic area are trained in the PTC curriculum.
 - 2.4.1.4. The Contractor shall:
 - 2.4.1.4.1. Facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
 - 2.4.1.4.2. Facilitate caregiver support groups, as needed.
 - 2.4.1.4.3. Collaborate with other caregiver support service agencies within the geographic area.
 - 2.4.1.4.4. Ensure staff attend the Department's Family Caregiver Support Program meetings.
 - 2.4.1.4.5. Conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population.
 - 2.4.1.4.6. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.



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- 2.4.1.4.7. Participate in an annual program review as determined by the Department.
- 2.4.1.5. The Contractor shall provide information, assistance and Person-Centered Options Counseling to caregivers.
- 2.4.1.6. The Contractor shall provide referrals and assistance with access to appropriate community resources.
- 2.4.1.7. The Contractor shall train staff on all Family Caregiver Support Program services, policies and procedures.
- 2.4.1.8. The Contractor shall conduct assessments and assist with determining eligibility for respite and/or supplemental services for family caregivers.
- 2.4.1.9. The Contractor shall provide copies of approved service plans and budgets to the department's Financial Management selected Contractor.
- 2.4.1.10. The Contractor shall comply with the Department policies and procedures relative to fiscal management for bill paying and employer of record services.
- 2.4.2. State Health Insurance Program (SHIP) Assistance
 - 2.4.2.1. The Contractor shall provide Medicare health insurance counseling to individuals in need of information on Medicare health insurance.
 - 2.4.2.2. The Contractor shall ensure staff providing Medicare health insurance counseling are trained and certified through the State Health Insurance Assistance Program (SHIP).
 - 2.4.2.3. The Contractor shall provide staffing in accordance with Section 4, Staffing, Subsection 4.4, Paragraph 4.4.5.
 - 2.4.2.4. The Contractor shall provide personalized counseling services.
 - 2.4.2.5. The Contractor shall provide targeted community outreach in order to:
 - 2.4.2.5.1. Increase consumer understanding of Medicare program benefits.
 - 2.4.2.5.2. Raise awareness of the opportunities for assistance with benefit and plan selection.
 - 2.4.2.6. The Contractor shall provide counselors who are trained, fully-equipped, and proficient in providing a full range of services, including, but not limited to:
 - 2.4.2.6.1. Assisting individuals with enrolling in appropriate benefit plans.
 - 2.4.2.6.2. Providing continued enrollment assistance in Medicare prescription drug coverage.
 - 2.4.2.7. The Contractor shall recruit, train, and maintain a network of volunteers to assist staff with providing SHIP services.



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- 2.4.2.8. The Contractor shall report on all activities using the most recent Administration for Community ACL, or other federal entity, reporting site, forms, and guidelines within the timeline requested by Administration for Community Living (ACL), currently, SHIP Training and Reporting System (STARS).
- 2.4.3. Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services
 - 2.4.3.1. The Contractor shall educate the public on topics that include but are not limited to:
 - 2.4.3.1.1. Part D prescription drugs in rural areas.
 - 2.4.3.1.2. Medicare preventative services.
 - 2.4.3.1.3. Medicare cost savings, including low income subsidy and Medicare savings program.
 - 2.4.3.2. The Contractor shall promote public awareness about how individuals with limited income can reduce Medicare cost share expenses by:
 - 2.4.3.2.1. Distributing promotional materials developed by CMS, ACL and the Department.
 - 2.4.3.2.2. Distributing promotional materials developed by CMS, ACL and the Department in order to increase awareness of available Medicare preventive services, that include but are not limited to:
 - 2.4.3.2.3. Wellness prevention screenings.
 - 2.4.3.2.4. Flu Shots.
 - 2.4.3.2.5. Implementing a communications and media plan that includes a schedule to conduct outreach campaigns (1) time per month, which includes but is not limited to:
 - 2.4.3.2.6. Mailing introductory letters regarding the program to town offices, housing sites, home health agencies, Faith Based Communities and/or parish nurses, public libraries, fuel assistance agencies, hospital public affairs managers, pharmacies, medical practices, and other community partners.
 - 2.4.3.2.7. Conducting face-to-face meetings with community partners to provide information on services available to clients. Developing a media list for the geographic area served.
 - 2.4.3.2.8. Drafting scripts for radio, newspapers, and public service announcements for Department approval prior to publication.
 - 2.4.3.2.9. Purchasing media in the local area.



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- 2.4.3.3. The Contractor shall screen and assist with enrollment of eligible beneficiaries in Medicare prescription drug coverage to include Low-Income Subsidy (LIS) and Medicare Savings Programs (MSP).
- 2.4.4. Senior Medicare Patrol (SM) Services
- 2.4.4.1. The Contractor shall provide Senior Medicare Patrol (SMP) Services to increase community awareness and prevention of health care fraud and abuse through education, counseling, assistance and outreach for individuals with Medicare.
- 2.4.4.2. The Contractor shall collaborate with organizations to provide the use of toll-free telephone lines, web-based strategies through local and statewide media channels and education outreach planning.
- 2.4.4.3. The Contractor shall provide beneficiary education and inquiry resolution of health care of billing errors and suspected fraudulent practices by working with local and statewide resources to support expanded awareness and coverage.
- 2.4.4.4. The Contractor shall conduct reporting to the Administration for Community Living (ACL) and in the SMP Information and Reporting System (SIRS) using the SMP Resource Center's resources.
- 2.4.4.5. The Contractors shall report activities in SIRS to meet the performance measures required by the Office of Inspector General (OIG).
- 2.4.4.6. The Contractor shall ensure isolated individuals receive information regarding Medicare fraud and abuse by providing SMP outreach materials and informational services, through expanded partnerships and a network of trained volunteers.
- 2.4.4.7. The Contractor shall implement the Volunteer Risk Program Management Program as developed by the SMP Resource Center and approved by the ACL.
- 2.4.4.8. The Contractor shall recruit, train and maintain staff and volunteers to assist health care consumers on how to protect personal health information, detect payment errors, and report questionable Medicare billing situations.
- 2.4.5. Veteran Directed Care (VD-Care) a/k/a Veterans Independence Program (VIP)
- 2.4.5.1. The Contractor shall comply with the Veteran Affairs Medical Center (VAMC) National VD-Care Program staffing requirements and procedures.
- 2.4.5.2. The Contractor shall collaborate with and accepting referrals from:
- 2.4.5.2.1. The White River Junction Veterans Affairs Medical Center.
- 2.4.5.2.2. The Manchester Veterans Affairs Medical Center.



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- 2.4.5.3. The Contractor shall establish and maintain an advisory board that includes, but is not limited to, representatives from veterans groups, veterans and families in order to:
 - 2.4.5.3.1. Oversee the VD-Care program
 - 2.4.5.3.2. Receive feedback from stakeholders.
 - 2.4.5.3.3. Provide continuous improvement of the program.
- 2.4.5.4. The Contractor shall contact veterans referred to the VD-Care program by telephone, email, or other recognized means of communication, with approval from the Department, within three (3) business days of receiving a referral from the VAMC.
- 2.4.5.5. The Contractor shall assist veterans to determine the most appropriate services that will meet their needs.
- 2.4.5.6. The Contractor shall offer counseling to veterans and their families in Home and Community-Based VAMC-approved services.
- 2.4.5.7. The Contractor shall assist veterans in meeting LTSS needs, including but not limited to identifying a backup plan for support.
- 2.4.5.8. The Contractor shall establish service plans and budgets for clients and submit the plans for approval by the referring VAMC.
- 2.4.5.9. The Contractor shall monitor veteran budgets for ongoing services to ensure funds expended do not exceed budgeted amounts.
- 2.4.5.10. The Contractor shall provide financial management services for bill paying and/or employer of record services in accordance with Department policies and procedures.
- 2.4.5.11. The Contractor shall maintain a minimum of ninety percent (90%) consumer satisfaction rate measured through the VAMC's facilitated quality review process.
- 2.4.5.12. The Contractor shall comply with staff training requirements to provide the VD-Care and Financial Management Services, as applicable.
- 2.4.5.13. The Contractor shall participate in continuous program quality improvement efforts with the Department and/or with the VAMC to evaluate the quality of the program and its policies and processes, which includes, but is not limited to:
 - 2.4.5.13.1. Monthly VD-Care calls.
 - 2.4.5.13.2. VD-Care sponsored trainings.
 - 2.4.5.13.3. VD-Care sponsored webinars.
- 2.4.5.14. The Contractor shall participate in VAMC quarterly program meetings.
- 2.4.5.15. The Contractor shall participate in trainings on improving staff knowledge of military culture and improving competencies required to serve veterans and families receiving services.



EXHIBIT B

3. Performance Measures and Reporting Requirements

3.1. ServiceLink Administrative Requirements & Consumer Information and Counseling Services

- 3.1.1. The Contractor shall provide monthly reports on 100% staff time track spent performing Medicaid allowable activities.
- 3.1.2. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.1.3. The Contractor shall track client data on a quarterly basis, including, but not limited to:
 - 3.1.3.1. Number of individuals served.
 - 3.1.3.2. Types of information/referrals provided to individuals.
 - 3.1.3.3. Total number of individuals pre-screened for financial eligibility for Medicaid funded LTC programs.
 - 3.1.3.4. Total number of individuals who withdraw due to counseling on functional eligibility.
 - 3.1.3.5. Follow-up services performed and frequency of services delivered.
 - 3.1.3.6. Length of contact.
 - 3.1.3.7. Number of individuals who answered "yes" or "no" to the following question: "Have you or a family member ever served in the military?"
- 3.1.4. The Contract shall enter 100% of surveys received into an online database, as directed by the Department, on a quarterly basis.

3.2. Consumer Eligibility & Enrollment Services

- 3.2.1. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
 - 3.2.1.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
 - 3.2.1.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
 - 3.2.1.3. Systems-level outcomes to include ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.
 - 3.2.1.3.1. The Contractor shall provide comprehensive quarterly reports to the Department within thirty (30) days of the close of the quarter.
 - 3.2.1.3.2. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services. The Contractor shall have the ability and capacity to generate standard reports, which include, but are not limited to, monthly reports on:



EXHIBIT B

- 3.2.1.4. Demographics of individuals in need of specialized services.
- 3.2.2. The Contractor shall meet at a minimum the following performance measures:
 - 3.2.2.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
 - 3.2.2.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
 - 3.2.2.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
 - 3.2.2.4. The Contractor shall ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
 - 3.2.2.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
 - 3.2.2.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: Have you or a family member ever served in the military?"
- 3.3. Specialty Program Services
 - 3.3.1. The Contractor submit the NH Family Caregiver Title III-E Federal Report to the Department on an annual basis.
 - 3.3.2. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging.
 - 3.3.3. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department, which must include, but is not limited to:
 - 3.3.3.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum.
 - 3.3.3.2. Number of Powerful Tools for Caregivers training session coordinated and/or conducted annually.
 - 3.3.3.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers trainings.
 - 3.3.3.4. Number of other caregiver specific training sessions coordinated and/or conducted annually.
 - 3.3.3.5. Expenditures and expenses for coordinating and conducting other caregiver specific training sessions.
 - 3.3.3.6. Number of caregivers and their families who received counseling.
 - 3.3.3.7. Number of sessions per caregiver and their families.
 - 3.3.3.8. Caregiver Support Group meetings Access Assistance (I&R) activities, which must include, but is not limited to:



EXHIBIT B

- 3.3.3.8.1. Number of caregivers assisted to obtain access to services and resources in the community.
- 3.3.3.8.2. Number of sessions per caregiver.
- 3.3.3.8.3. Number of caregivers referred to agencies.
- 3.3.3.8.4. A customized report on expenditures and expenses for providing I & R services.
- 3.3.3.9. Community Information sessions and outreach activities to caregiver that provides the public with program information, which must include, but is not limited to:
 - 3.3.3.9.1. Number of activities, including, but not limited to:
 - 3.3.3.9.2. Publications.
 - 3.3.3.9.3. Presentations.
 - 3.3.3.9.4. Media coverage.
 - 3.3.3.9.5. Estimated number of caregivers reached through outreach activities.
 - 3.3.3.9.6. Number of agencies involved with outreach activities.
 - 3.3.3.9.7. Expenditures and expenses for outreach activities.
- 3.3.3.10. Average annual income of caregivers including, but not limited to, those who:
 - 3.3.3.10.1. Receive grants.
 - 3.3.3.10.2. Receive training.
 - 3.3.3.10.3. Receive I & R supports.
 - 3.3.3.10.4. Receive counseling.
 - 3.3.3.10.5. Participate in support groups.
- 3.3.3.11. Supplemental Services, which must include, but is not limited to:
 - 3.3.3.11.1. A narrative description of the service and;
 - 3.3.3.11.2. Total number provided for each service.
- 3.3.4. The Contract shall report on performance measure for SHIP in Section 2, Subsection 2.4, Paragraph 2.4.2., as outlined by the ACL, and as amended and indicated in the table below:

Performance Measure	Reporting Method
3.3.4.1. Client contacts-- Percentage of total one-on-one client contacts per Medicare beneficiaries in the State.	SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS



EXHIBIT B

<p>3.3.4.2. Outreach Contacts - Percentage of persons reached through presentations, booths/exhibits at health/senior fairs, and enrollment events per Medicare beneficiaries in the State.</p>	<p>To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month. SHIP Group, Team and Medicare forms in STARS</p>
<p>3.3.4.3. Contacts with Medicare beneficiaries under 65 - Percentage of contacts with Medicare beneficiaries under the age of 65 per Medicare beneficiaries under 65 in the State.</p>	<p>SHIP/STARS Beneficiary Forms Imbedded in Refer 7</p>
<p>3.3.4.4. Hard-to-Reach Contacts - Percentage of Low-income, rural, and non-native English contacts per total "hard-to-reach" Medicare beneficiaries in the State.</p>	<p>SHIP/STARS Beneficiary Forms Imbedded in Refer 7</p>
<p>3.3.4.5. Enrollment Contacts - Percentage of unduplicated enrollment contacts (i.e., contacts with one or more qualifying enrollment topics) discussed per total Medicare beneficiaries in the State.</p>	<p>SHIP/STARS Beneficiary Forms Imbedded in Refer 7</p>

3.3.5. The Contractor shall report on information requested by the Department, which includes, but is not limited to:

- 3.3.5.1. Quarterly SHIP progress reports.
- 3.3.5.2. Monthly outreach reports.

3.3.6. The Contractor shall meet or exceed the performance measures and provide reports for services identified in Section 2, Subsection 2.4, Paragraph 2.4.3.2., Medicare Improvements for Patients and Providers Act (MIPPA) Medicare Program Promotion Services as indicated below:

Performance Measure	Reporting Method
<p>3.3.6.1 Increase the number of individuals provided with education about: LIS, MSP, and Medicare prescription drug coverage in rural areas</p>	<p>To Include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month.</p>



EXHIBIT B

	by five (5) percent of the total number enrolled in the programs in the previous twelve 12 months.	SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS
3.3.6.2	Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services:	Monthly Outreach Activities Report STARS reports to include Client Contacts, Outreach and other activity.
3.3.6.3	Effectively advertise, promote; and conduct educational outreach and/or enrollment event activities at a minimum of one (1) time per month.	Monthly Outreach Activities Report to the Department and entries into STARS reports to the Department.
3.3.6.4	Demonstrate partnerships and evaluate effectiveness and lessons learned.	SHIP reports, partnership, and satellite office listings; as required by ACL for quarterly Progress Reports to the Department.

4. Staffing

- 4.1. The Contractor shall ensure ServiceLink staff have appropriate credentials, as outlined in Subsection 4.4, below.
- 4.2. The Contractor shall ensure counseling staff have the requisite skills and certifications to perform Person-Centered Options Counseling consistent with the NWD System within one (1) year of hire.
- 4.3. The Contractor shall follow the National Association of Social Workers' Code of Ethics.
- 4.4. The Contractor shall provide staff as follows:
 - 4.4.1. Program Manager – One (1) FTE who meets the following certifications within one (1) year of hire:
 - 4.4.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.1.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.1.3. SHIP/SMP certification training and certification.
 - 4.4.1.4. SMP Foundations training and assessment.
 - 4.4.2. Information and Referral Staff who meet the following requirements within one (1) year of hire:
 - 4.4.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.2.2. Obtain training in Person-Centered Counseling.
 - 4.4.2.3. Obtain certification as a State Health Insurance Assistance (SHIP).



EXHIBIT B

- 4.4.2.4. SMP Foundations training and assessment.
 - 4.4.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff who meet the following requirements within one (1) year of hire:**
 - 4.4.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.3.2. Obtain training and Certification in Person-Centered Counseling.
 - 4.4.3.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.3.4. SMP Foundations training and assessment.
 - 4.4.4. **4.4.4 Person-Centered Options Counseling Caregiver Staff who meet the following requirements within one (1) year of hire:**
 - 4.4.4.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.4.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.4.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
 - 4.4.4.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor.
 - 4.4.4.5. SMP Foundations training and assessment.
 - 4.4.5. **State Health Insurance Assistance Program (SHIP) Staff who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and:**
 - 4.4.5.1. Within six (6) months of hire are certified in SHIP training and assessments; and
 - 4.4.5.2. Within six (6) months of hire are certified in SMP foundations training and assessment; and
 - 4.4.5.3. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
 - 4.4.6. **Senior Medicare Patrol (SMP) Staff who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and:**
 - 4.4.6.1. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
 - 4.4.6.2. Within six (6) months of hire are certified in SMP foundations training and assessment.
 - 4.4.7. The Contractor shall provide staffing for the NH Family Caregiver Program at no less than .5 full-time equivalent (FTE).
 - 4.4.8. The Contractors shall provide staffing for the SHIP, SMP, and MIPPA services at no less than .25 FTE.
- 4.5. Criminal Background Check and BEAS State Registry Checks



EXHIBIT B

- 4.5.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
- 4.5.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
 - 4.5.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
 - 4.5.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
- 4.5.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.

5. Additional Terms

5.1. Credits and Copyright Ownership

- 5.1.1. 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."
- 5.1.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.
- 5.1.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
- 5.1.3.1. Brochures.
 - 5.1.3.2. Resource directories.
 - 5.1.3.3. Protocols or guidelines.
 - 5.1.3.4. Posters.
 - 5.1.3.5. Reports.
- 5.1.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.



EXHIBIT B

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.

7. Exhibits Incorporated

- 7.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 7.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 7.3. All Exhibits D through K are attached hereto and incorporated by reference herein.



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 55.97%, Federal Funds, by the:
 - 1.1.1. United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667), FAIN: 2001NHSOSR; 50% Federal Funds, 50% General Funds.
 - 1.1.2. United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 2001NHQAF02; 75% Federal Funds, 25% General Funds.
 - 1.1.3. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID; 50% Federal Funds, 50% General Funds.
 - 1.1.4. United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03-01; 100% Federal Funds.
 - 1.1.5. United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-02-03; 100% Federal Funds.
 - 1.1.6. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00; 100% Federal Funds.
 - 1.2. 44.03% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.
 - 2.2. The Contractor's negotiated Indirect Cost Rate of 12% applies in accordance with CFR §200.441.
 - 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 item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.



EXHIBIT C

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 dhhs.beasinvoices@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
105 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.
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 18 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:



EXHIBIT C

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

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for both Contractor Share and Funded by DHS. Everything else will automatically populate.

Contract/Program Name: TCCAP Services, Inc. of Coos County

Budget Request for: RFA-7821-01153-68-SEWY
(name of DHS)

Budget Period: FY21

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/Benefits	118,000.00	14,750.00	132,750.00				118,000.00	14,750.00	132,750.00
2. Employee Benefits	34,720.00	4,371.50	39,091.50				34,720.00	4,371.50	39,091.50
3. Computers									
4. Equipment:									
Rental									
Repair and Maintenance									
Purchase/Depreciation									
5. Supplies:									
Educational									
Lab									
Pharmacy									
Medical									
Office	750.00	81.75	831.75				650.00	81.75	731.75
6. Travel	2,800.00	750.00	3,550.00				2,800.00	750.00	3,550.00
7. Consultant	5,914.30		5,914.30				5,914.30		5,914.30
8. Other Expenses:									
Telephone	1,818.82	708.16	2,526.98				1,600.00	725.00	2,325.00
Printing	200.00	31.75	231.75				200.00	31.75	231.75
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software	300.00	43.75	343.75				300.00	43.75	343.75
10. Marketing/Communications	122.00	18.25	140.25				122.00	18.25	140.25
11. Staff Education and Training	2,000.00	750.00	2,750.00				2,000.00	750.00	2,750.00
12. Stipends/Retirement									
13. Other (List all other categories)									
Printing	1,600.00	775.00	2,375.00				1,600.00	775.00	2,375.00
TOTAL	147,933.12	26,233.69	174,166.81				147,933.12	26,233.69	174,166.81

Indirect As A Percent of Direct 12.0%

Contractor Name: *RP*
 Date: 3-27-20

New Hampshire Department of Health and Human Services
 COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Instructions: Fill out the Direct/Indirect columns only for BOTH Contractor Share and Funded by DHHS. Everything else will automatically populate.

Bidder/Program Name: Tri County Community Action Program

Budget Request for: RFA-2021-01735-08-TERM

(State of NH)

Budget Period: FY22

Line Item	Total Program Cost			Contractor Share / Match			Funded by Direct contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	115,000.00	16,750.00	131,750.00				115,000.00	16,750.00	131,750.00
2. Employee Benefits	30,270.00	4,277.50	34,547.50				30,270.00	4,277.50	34,547.50
3. Contractors									
4. Equipment									
Rental									
Repair and Maintenance									
Purchase/Operations									
5. Supplies									
Educational									
Lab									
Medical									
Office	128.00	81.75	209.75				128.00	81.75	209.75
6. Travel	2,800.00	350.00	3,150.00				2,800.00	350.00	3,150.00
7. Occupancy	3,914.30		3,914.30				3,914.30		3,914.30
8. Culture Expenses									
Telephone	1,818.00	208.18	2,026.18				1,818.00	208.18	2,026.18
Postage	245.00	31.25	276.25				245.00	31.25	276.25
Lunches/Supper									
Audit and Legal									
Insurance									
Other Expenses									
9. Software	250.00	43.75	293.75				250.00	43.75	293.75
10. Printing/Communications	150.00	18.75	168.75				150.00	18.75	168.75
11. Staff Education and Training	7,000.00	750.00	7,750.00				7,000.00	750.00	7,750.00
12. Subcontracted Activities									
13. Other (Transfer, Break, miscellaneous)									
Printing	1,000.00	122.00	1,122.00				1,000.00	122.00	1,122.00
TOTAL	157,933.17	20,237.68	178,170.85				157,933.17	20,237.68	178,170.85

Indirect As A Percent of Direct 17.9%

12/10
 4.27.20



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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

[Handwritten Signature]

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.

Vendor Name: Tri-City Community Action Program, INC.

4.27.20
Date

Randall S. Pilote
Name: Randall Pilote
Title: Chief Financial Officer



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: Tn-County Community Action Program, INC.

4.27.20
Date

Randall Pilotte
Name: Randall Pilotte
Title: Chief Financial Officer



**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 (11)(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: Tri-County Community Action Program, INC.

4.27.20
Date

Randall P. Lotte
Name: Randall P. Lotte
Title: CFO



**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

Vendor Initials

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

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: Tri-County Community Action Program, INC.

4.27.20
Date

Randall S. Pottle
Name: Randall Pottle
Title: CFO

Exhibit G

Vendor Initials RP

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: Tri-County Community Action Program, Inc.

4.27.20
Date

Randall Pisto
Name: Randall Pisto
Title: CFO



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.

AP

4-27-20



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



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. Date 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. Severability. 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 State

[Signature]
Signature of Authorized Representative

Christine Tappin
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

5-1-2020
Date

Ten-County Community Action Program, Inc.
Name of the Contractor

Randall Pilotte
Signature of Authorized Representative

Randall P. lotte
Name of Authorized Representative

Chief Financial Officer
Title of Authorized Representative

4.27.20
Date



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: Tri-County Community Action Program, INC.

4.27.20
Date

Randall Pilotte
Name: Randall Pilotte
Title: CFO



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: 073975708
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: _____

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A. Definitions

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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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

[Signature]

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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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/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Bob

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