



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

Lori A. Shibiante
 Commissioner

Patricia M. Tilley
 Director

29 HAZEN DRIVE, CONCORD, NH 03301
 603-271-4501 1-800-852-3345 Ext. 4501
 Fax: 603-271-4827 TDD Access: 1-800-735-2964
 www.dhhs.nh.gov

July 30, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing contract with The Granite Young Men's Christian Association (VC #154139), Manchester, NH, to expand referrals to and participation in Chronic Disease Programs, by increasing the price limitation by \$340,000 from \$694,000 to \$1,034,000 with no change to the contract completion date of June 30, 2023 effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 24, 2020, item #39, and most recently amended with Governor and Council approval on May 19, 2021, item #24.

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

See Attached Fiscal Details

EXPLANATION

The purpose of this request is for the Department to expand linkages between community-based providers and healthcare organizations to improve health outcomes for individuals with or at risk for diabetes, hypertension, arthritis and cancer by increasing referrals to, and participation in, evidence-based programs.

The Contractor will expand referrals to include the Contractor's physical activity program, Livestrong, for individuals who have or have had cancer; and will expand the Community-Clinical Linkages Program to Well-Integrated Screening and Evaluation for Women Across the Nation (WISEWOMAN) participants.

The Contractor, in addition to providing chronic disease management programs to individuals in-person, will also implement all programs online through a virtual platform, allowing for statewide access. The Contractor will promote the in-person and virtual programming, and the schedule of classes, on its website. Primary Health Care providers can refer chronic disease patients and/or program candidates to the Contractor to register for in-person and/or virtual classes. In addition, the Contractor will train staff on the delivery of evidence based programs and mentoring and supporting additional Blood Pressure Self-Monitoring and Diabetes Prevention Programs. The Contractor will conduct outreach to seniors to increase enrollment in chronic

disease prevention and management programs and provide continuing education to physicians and healthcare teams to enhance community clinical linkages for individuals referred to the lifestyle programs.

With the exception of overlap of individuals who have more than one (1) chronic disease, approximately 333,000 individuals with high blood pressure, 407,000 with prediabetes, 110,000 with diabetes, 276,000 with arthritis and 69,449 who have or have had cancer may be served from the contract effective date through June 30, 2023.

The Contractor will implement the plan for cancer survivors and Livestrong program participants initially, beginning in Coos County and rural New Hampshire, and offer virtual and in-person programming in Hillsborough County for the Diabetes Prevention Program and Blood Pressure Self-Monitoring Program, allowing for statewide access.

Currently, the Contractor is developing and expanding referral systems and enrollment in the Diabetes Prevention Programs; Diabetes Self-Management Education and Support; Blood Pressure Self-Monitoring Program; Walk With Ease; Enhance Fitness; and the Arthritis Foundation Aquatics Program. Additionally, the Contractor is creating referral systems with Federally Qualified Health Centers, primary care clinics, hospitals and other community providers including, but not limited to, community action programs.

The partnership with the Contractor supports the Department's efforts to reduce the number of adults who develop diabetes and heart disease; increase the number of adults who appropriately manage their diabetes, blood pressure and cholesterol levels; and improve the quality of life for adults with cancer and/or arthritis. The Contractor will continue to collaborate with public health agencies, health care and community (non-health care) sectors to increase prevention efforts for those at high risk for chronic diseases and to achieve better outcomes for individuals living with chronic diseases.

The Department will monitor contracted services by:

- Comparing baseline data to actual post-intervention data.
- Collecting and reviewing regular quarterly and annual reporting.
- Conducting monthly meetings.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, of the original contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Council not authorize this request, individuals may not receive referrals from their primary health care providers for evidence-based chronic disease prevention and management services within their communities. In addition, individuals statewide will not have access to the Contractor's expanded virtual class offerings. In the absence of these referrals and class offerings, disease morbidity and mortality may continue to increase, as will healthcare costs to treat individuals with heart disease, diabetes, arthritis and cancer.

Area served: Statewide

Source of Funds: CFDA #93.426, FAIN NU58DP006515; CDFA #93.945, FAIN NU58DP006448; CFDA #93.898, FAIN NU58DP006298 and CFDA #93.436, FAIN NU58DP006836.

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

Respectfully Submitted,

A handwritten signature in black ink that reads "Lori Shabinette". The signature is written in a cursive style with a large initial "L" and a decorative flourish at the end.

Lori A. Shabinette
Commissioner

**Heart Disease and Diabetes Community-Clinical Linkage Pilot
RFP-2020-DPHS-09-HEART-02-A02
The Granite Young Men's Christian Association**

Fiscal Details

05-95-090-902010-12270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMBINED CHRONIC DISEASE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	90017003	\$25,000	\$0	\$25,000
2020	102-500731	Contracts for Prog Svc	90017002	\$25,000	\$0	\$25,000
2021	102-500731	Contracts for Prog Svc	90017003	\$175,000	\$0	\$175,000
2021	102-500731	Contracts for Prog Svc	90017002	\$175,000	\$0	\$175,000
2022	102-500731	Contracts for Prog Svc	90017003	\$50,000	\$100,000	\$150,000
2022	102-500731	Contracts for Prog Svc	90017002	\$80,000	\$100,000	\$180,000
2023	102-500731	Contracts for Prog Svc	90017003	\$50,000	\$0	\$50,000
2023	102-500731	Contracts for Prog Svc	90017002	\$50,000	\$0	\$50,000
			<i>Subtotals</i>	<i>\$630,000</i>	<i>\$200,000</i>	<i>\$830,000</i>

05-95-90-902010-70460000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, ARTHRITIS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	90017717	\$0	\$0	\$0
2021	102-500731	Contracts for Prog Svc	90017717	\$24,000	\$0	\$24,000
2022	102-500731	Contracts for Prog Svc	90017717	\$20,000	\$0	\$20,000
2023	102-500731	Contracts for Prog Svc	90017717	\$20,000	\$0	\$20,000
			<i>Subtotals</i>	<i>\$64,000</i>	<i>\$0</i>	<i>\$64,000</i>

05-95-90-902010-56590000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, COMPREHENSIVE CANCER

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	90080083 90080183	\$0	\$0	\$0
2021	102-500731	Contracts for Prog Svc	90080083 90080183	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	90080083	\$0	\$60,000	\$60,000
2022	102-500731	Contracts for Prog Svc	90080183	\$0	\$20,000	\$20,000
2023	102-500731	Contracts for Prog Svc	90080083	\$0	\$20,000	\$20,000
2023	102-500731	Contracts for Prog Svc	90080183	\$0	\$0	\$0
			<i>Subtotals</i>	\$0	\$100,000	\$100,000

05-95-90-902010-70450000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, WISEWOMAN

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	90070450	\$0	\$0	\$0
2021	102-500731	Contracts for Prog Svc	90070450	\$0	\$0	\$0
2022	102-500731	Contracts for Prog Svc	90070450	\$0	\$20,000	\$20,000
2023	102-500731	Contracts for Prog Svc	90070450	\$0	\$20,000	\$20,000
			<i>Subtotals</i>	\$0	\$40,000	\$40,000
			TOTALS	\$694,000	\$340,000	\$1,034,000

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

This Amendment to the Heart Disease and Diabetes Community-Clinical Linkage Pilot contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Granite Young Men's Christian Association ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2020, (Item #39), as amended on May 19, 2021, (Item 24), 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:
\$1,034,000.
2. Modify Exhibit B – Amendment 1, Scope of Services, by replacing in its entirety with Exhibit B – Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded with 100% Federal Funds:
 - 1.1. 80% Federal Funds to Improve the Health of Americans Through Prevention and Management of Diabetes and Heart Disease, and Stroke; as awarded on May 13, 2021 by the Centers for Disease Control and Prevention (CDC), Prevention and Management of Diabetes and Heart Disease in NH, CFDA #93.426, FAIN NU58DP006515;
 - 1.2. 6% Federal Funds for Assistance Programs for Chronic Disease Prevention and Control, National Center for Chronic Disease Prevention and Health Promotion as awarded on April 9, 2021 by the CDC, New Hampshire Public Health Approaches to Addressing Arthritis, CFDA #93.945, FAIN NU58DP006448;
 - 1.3. 10% Federal Funds for Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations as awarded on May 10, 2021 by the CDC, New Hampshire Breast & Cervical Cancer, Comprehensive Cancer & Cancer Registry Programs, CFDA #93.898, FAIN NU58DP006298; and
 - 1.4. 4% Federal Funds for Well-Integrated Screening and Evaluation for Women Across the Nation (WISEWOMAN) as awarded on June 28, 2021 by the CDC, New Hampshire WISEWOMAN, CFDA #93.436, FAIN NU58DP006836.
4. 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 items, as specified in Exhibit C-1 Budget through Exhibit C-15 Budget, Amendment #2. The Contractor shall:
 - 3.1. Meet the in-kind match of an amount equal to a minimum of 30% of the total funding in this contract, in compliance with the funding requirements listed in Section 1, above.

- 3.2. Ensure the annual required match is in non-federal, non-Department related contributions either in cash, in-kind, or donated services or equipment related to directly carrying out project activities and goals in Exhibit B - Amendment #2, Scope of Services, and as approved by the Department.
- 3.3. Submit bi-annual reports of itemized matching funds to the Department no later than December 15 and June 15, annually.
5. Modify Exhibit C, Payment Terms, Section 8, to read:
 8. The Contractor must provide the services in Exhibit B – Amendment #2, Scope of Services, in compliance with the funding requirements in Section 1, above.
6. Modify Exhibit C, Payment Terms, Section 9, to read:
 9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with Exhibit B – Amendment #2, Scope of Services.
7. Modify Exhibit C-3 Budget, Amendment #1, by replacing in its entirety with Exhibit C-3 Budget, Amendment #2, which is attached hereto and incorporated by reference herein.
8. Modify Exhibit C-7 Budget, by replacing in its entirety with Exhibit C-7 Budget, Amendment #2, which is attached hereto and incorporated by reference herein.
9. Add Exhibit C-12 Budget, Amendment #2, which is attached hereto and incorporated by reference herein.
10. Add Exhibit C-13 Budget, Amendment #2, which is attached hereto and incorporated by reference herein.
11. Add Exhibit C-14 Budget, Amendment #2, which is attached hereto and incorporated by reference herein.
12. Add Exhibit C-15 Budget, Amendment #2, 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 the date of Governor and Executive 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

7/29/2021

Date

DocuSigned by:

Patricia M. Tilley

846FB38F5BFD4C8...

Name: Patricia M. Tilley

Title:
Director

The Granite Young Men's Christian Association

7/26/2021

Date

DocuSigned by:

David Ports

E673E1BF2CE0487...

Name: David Ports

Title:
President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

7/29/2021

Date

DocuSigned by:
Takhmina Rakhmatova
FDF521C825C34AC...

Name: Takhmina Rakhmatova

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
Heart Disease and Diabetes Community-Clinical Linkage Pilot
EXHIBIT B, Amendment #2



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services in this agreement to individuals living with chronic diseases.
- 1.2. The Contractor shall ensure services are available to counties Statewide.
- 1.3. For the purposes of this agreement, all references to days shall be calendar days.
- 1.4. The Contractor shall collaborate with public health departments, health care providers and community non-health care providers to ensure individuals living with chronic diseases have access to a variety of prevention and treatment options within their communities.
- 1.5. The Contractor shall develop and expand upon the existing Community-Clinical Linkages for referral to, and participation in its Diabetes Prevention Program (DPP); Diabetes Self-Management Education and Supports (DSMES); Livestrong; as well as community programs and resources that provide an array of services to individuals to assist with managing High Blood Pressure and High Cholesterol, including but not limited to, the Blood Pressure Self-Monitoring (BPSM) program.
- 1.6. The Contractor shall mentor and support startup of:
 - 1.6.1. Additional statewide BPSM programs.
 - 1.6.2. Additional DPP.
 - 1.6.3. Additional Livestrong programs both virtually and in person.
- 1.7. The Contractor shall collaborate with community and clinical resources to develop a draft Community-Clinical Linkage Action Plan that specifies activities and resources available to address gaps in services and needs of individuals within each county. The Contractor shall:
 - 1.7.1. Specify objectives of the Community-Clinical Linkage Action Plan;
 - 1.7.2. Identify a lead agency responsible for each activity identified in the plan; and
 - 1.7.3. Collaborate with the Department to determine evaluation metrics of the Community-Clinical Action Plan.
- 1.8. The Contractor shall update and submit the Community-Clinical Linkage Action Plan to the Department for review and approval within thirty (30) days of the Contract Amendment effective date.
- 1.9. The Contractor shall implement the Department-approved Community-Clinical Linkage Action Plan in each county, statewide, in order to improve health

**New Hampshire Department of Health and Human Services
Heart Disease and Diabetes Community-Clinical Linkage Pilot
EXHIBIT B, Amendment #2**



outcomes for individuals with high blood pressure, high cholesterol, prediabetes, diabetes, cancer and arthritis. The Contractor shall:

- 1.9.1. Begin implementation in Hillsborough County, and
- 1.9.2. Implement plan for cancer survivors and Livestrong program participants beginning in Coos County and rural NH.
- 1.10. The Contractor shall utilize strategies to implement the Community-Clinical Linkages Pilot Program, which include, but are not limited to:
 - 1.10.1. Learning about the organizations and resources within the communities and clinical sectors to implement evidence-based approaches and interventions through community-clinical linkage responsive to the target population's needs, including:
 - 1.10.1.1. Qualitative methods including but not limited to focus groups; and
 - 1.10.1.2. Quantitative methods including but not limited to Geographic Information Systems data.
 - 1.10.2. Identifying and engaging key stakeholders from community and clinical sectors, which may include, but are not limited to:
 - 1.10.2.1. Local pharmacies in non-health care settings.
 - 1.10.2.2. Employers.
 - 1.10.2.3. Prisons and jails.
 - 1.10.2.4. Faith-based organizations.
 - 1.10.2.5. Community centers.
 - 1.10.2.6. Volunteer organizations.
 - 1.10.2.7. Nonprofit organizations.
 - 1.10.2.8. Hospitals.
 - 1.10.2.9. Federally Qualified Health Centers.
 - 1.10.2.10. Rural clinics.
 - 1.10.2.11. Oncologists.
 - 1.10.2.12. Primary care physicians.
 - 1.10.2.13. Cancer survivor support groups.
 - 1.10.3. Soliciting the opinions, interests, concerns, and priorities of diverse key stakeholders from both community and clinical sectors in order to:
 - 1.10.3.1. Ensure linkages are relevant and meaningful to stakeholders; and

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Heart Disease and Diabetes Community-Clinical Linkage Pilot
EXHIBIT B, Amendment #2**



- 1.10.3.2. Develop consensus and support for the linkages.
- 1.10.4. Evaluating both process and outcomes in order to understand what creates an effective linkage.
- 1.11. The Contractor shall complete all necessary strategies to ensure successful linkages between community and clinical services to individuals with chronic health conditions.
- 1.12. The Contractor shall repeat all necessary strategies, as approved by the Department, in each county until all counties have successful community-clinical linkages.
- 1.13. The Contractor shall work with the Department, on an on-going basis, to build a Community-Clinical Action Plan to strengthen community-clinical linkages.
- 1.14. The Contractor shall improve access to and participation in American Diabetes Association (ADA)-recognized / Association of Diabetes Care and Education Specialists (ADCES)-accredited DSMES programs and Livestrong programs in underserved areas.
- 1.15. The Contractor shall assist health care organizations to implement a system that identifies and refers individuals who have prediabetes to the Centers for Disease Control and Prevention (CDC)-recognized lifestyle change programs, which may include, but is not limited to, the DPP.
- 1.16. The Contractor shall implement systems that facilitate systematic referrals of adults with high blood pressure, high cholesterol, pre-diabetes, diabetes, and/or arthritis issues to community programs and resources in order to improve health outcomes.
- 1.17. The Contractor shall assist health care organizations and cancer centers to implement a system that identifies and refers individuals who previously have had, or currently have, cancer to the Livestrong program.
- 1.18. The Contractor shall serve as a partner to Health Care Providers to extend the goals of the clinical sector into community settings. The Contractor shall:
 - 1.18.1. Focus on long-term relationship-based support for individuals to make small, sustainable lifestyle changes that have dramatic effects on health outcomes;
 - 1.18.2. Reduce the preventative health care gap by working in close partnership with the Department, local public health departments and multi-sector national and local partners to meet the individual needs of communities.
 - 1.18.3. Engage community partnerships to:
 - 1.18.3.1. Identify individuals at risk;
 - 1.18.3.2. Meet the specific needs of the individuals served

The Granite Young Men's Christian Association

Contractor Initials

and
DP

**New Hampshire Department of Health and Human Services
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EXHIBIT B, Amendment #2**



- 1.18.3.3. Reduce potential barriers to program enrollment.
- 1.19. The Contractor shall implement an integrated community approach involving partnerships and collaboration with and among clinicians, public health departments, schools and employers. The Contractor shall:
- 1.19.1. Collaborate with community health care providers and organizations to integrate community-based strategies that assist individuals to utilize the resources to manage, delay or prevent the development of chronic conditions and to assist with improving healthy behaviors.
 - 1.19.2. Create and strengthen clinic-to-community linkages that enable health care providers to refer patients to evidence-based chronic disease prevention and management programs within the community.
 - 1.19.3. Provide a simplified process to physicians for referring patients to preventive services, disease management services, and community-based organizations that provide evidence-based programming.
 - 1.19.4. Provide diabetes prevention services that are available to members and non-members who are referred to the program through the network of community partners and referral sources
- 1.20. The Contractor shall develop a matrix identifying each stakeholder group and the existing connections.
- 1.21. The Contractor shall schedule meetings with potential stakeholders to:
- 1.21.1. Provide education on the DPP, Livestrong, BPSM and DSMES programs; and
 - 1.21.2. Discuss stakeholders' potential role within the Contractor's chronic disease programs:
- 1.22. The Contractor shall utilize best practices to conduct outreach to health care providers, which may include, but is not limited to:
- 1.22.1. Physicians.
 - 1.22.2. Nurses.
 - 1.22.3. Physician Assistants.
 - 1.22.4. Nurse Practitioners.
 - 1.22.5. Diabetes Educators.
 - 1.22.6. Dentists.
 - 1.22.7. Health Educators.
 - 1.22.8. Dieticians.
 - 1.22.9. Pharmacists.

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DP

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- 1.22.10. Behavioral Specialists.
- 1.22.11. Chiropractors.
- 1.22.12. Patient Navigators.
- 1.22.13. Acupuncturists.
- 1.22.14. Oncologists.
- 1.23. The Contractor shall provide direct referrals to participating community partners for individuals who meet lifestyle change programs' qualification criteria resulting from the screening tool or blood test. The Contractor shall:
 - 1.23.1. Provide health care providers with posters, flyers and brochures to display in provider offices;
 - 1.23.2. Attend health fairs that include glucose screenings for individuals at high risk of developing diabetes; and
 - 1.23.3. Provide free glucose screenings to individuals at high-risk of heart disease or diabetes; and promote the DPP to members.
- 1.24. The Contractor shall ensure take-a-ways from regularly scheduled meetings with health care providers include, but are not limited to:
 - 1.24.1. The difference between diabetes prevention programs and diabetes management programs.
 - 1.24.2. The DPP diagnostic screening criteria for referring pre-diabetes patients into the program.
 - 1.24.3. The benefits of the Livestrong program for cancer patients and survivors.
 - 1.24.4. The simplified referral process to minimize the requirements of health care providers.
 - 1.24.5. The option to utilize a referral coordinator.
 - 1.24.6. Financial assistance available to eligible DPP and Livestrong participants based on income.
 - 1.24.7. The recommendation that providers formalize the partnership through an agreement, subcontract or Memorandum of Understanding (MOU).
- 1.25. The Contractor shall ensure health care provider referral practices include:
 - 1.25.1. Paper and electronic referral forms shared with referring patients;
 - 1.25.2. Instructions for patients; and
 - 1.25.3. A completed patient consent form that allows the provider to share patient contact information directly with the Contractor, in accordance with Exhibit K of this contract.

**New Hampshire Department of Health and Human Services
Heart Disease and Diabetes Community-Clinical Linkage Pilot
EXHIBIT B, Amendment #2**



- 1.26. The Contractor shall collaborate with providers to determine if a retrospective data query and/or electronic medical record database is needed in order to:
 - 1.26.1. Identify patients who meet program qualification criteria, and
 - 1.26.2. Mail and/or email outreach materials to inform individuals of the Diabetes Prevention and Livestrong programs.
- 1.27. The Contractor shall request health care providers include its DPP as a referral option in the providers' electronic health record systems.
- 1.28. The Contractor shall request providers who do not have an electronic health record system or cannot use the system for the purposes above, use pre-printed referral forms that require only a provider signature or stamp.
- 1.29. The Contractor shall ensure its referral system is HIPAA compliant, in accordance with Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, of this contract.
- 1.30. The Contractor shall determine the provider's preferred secure method of communication to transfer documentation, which may include, but is not limited to:
 - 1.30.1. Progress updates.
 - 1.30.2. Feedback on patients.
 - 1.30.3. Data requested by a provider.
- 1.31. The Contractor shall determine what the provider intends to do with the documentation, which may include, but is not limited to:
 - 1.31.1. Scan information into patients' records.
 - 1.31.2. Enter information into electronic health records.
- 1.32. The Contractor shall inform providers that:
 - 1.32.1. The participant enrollment process is ongoing with programs starting frequently; and
 - 1.32.2. The current schedule of programs is available by contacting the Contractor.
- 1.33. The Contractor shall determine what secure and HIPAA compliant data providers can share in accordance with Exhibits I and K of this contract.
- 1.34. The Contractor shall determine:
 - 1.34.1. Program fees;
 - 1.34.2. Availability of financial assistance;
 - 1.34.3. How patients qualify and enroll; and

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- 1.34.4. The types of ongoing communication that will be utilized with health care providers.
- 1.35. The Contractor shall maintain frequent and consistent communication with community providers to build community partner relationships, including through follow-up activities that include, but are not limited to, sending:
 - 1.35.1. Thank You notes, via mail or email.
 - 1.35.2. DPP and Livestrong participant health care provider progress updates including aggregate data only, via email.
 - 1.35.3. Program updates, via email.
- 1.36. The Contractor shall provide current marketing materials to community providers.
- 1.37. The Contractor shall send email notices to community providers when the schedule of classes is updated.
- 1.38. The Contractor shall notify providers of the status of referrals, including, but not limited to, whether a patient is enrolled into the program, the class start date and class location information.
- 1.39. The Contractor shall invite health care providers who have referred patients to the program to participate on the Community Advisory Board.
- 1.40. The Contractor shall conduct outreach with community partners and participants to create awareness of the program and to promote the opportunities to participate in the program. The Contractor shall ensure outreach strategies include, but are not limited to:
 - 1.40.1. Publishing articles in local newspapers.
 - 1.40.2. Marketing on the Contractor's website.
 - 1.40.3. Sending letters to patients from health care providers.
 - 1.40.4. Conducting presentations at community health care providers.
- 1.41. The Contractor shall develop and submit an Evaluation Plan to the Department for approval within thirty (30) days of the Contract Amendment effective date.
- 1.42. The Contractor shall develop and submit a Business Plan to the Department within sixty (60) days of the Contract Amendment effective date, that includes:
 - 1.42.1. The targeted community partners and stakeholders;
 - 1.42.2. The methods of communication and outreach, including the type and frequency of communication;
 - 1.42.3. The key activities to deliver the program; and
 - 1.42.4. A list of partner organizations and individuals which may include, but is not limited to:

The Granite Young Men's Christian Association

Contractor Initials DP^{DS}

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- 1.42.4.1. Technology platforms.
 - 1.42.4.2. Third party billing agencies.
 - 1.42.4.3. Licensed health care providers.
 - 1.42.4.4. Members of the Community Advisory Board.
- 1.43. The Contractor shall ensure program staffing includes, but is not limited to:
- 1.43.1. A Program Director providing services under this contract for no less than thirty (30) hours per week.
 - 1.43.2. An Administrative Assistant to support DPP Health Coaches for no less than twenty (20) hours per week.
- 1.44. The Contractor shall implement programs, statewide, through its "Y's Without Walls Initiative" to build capacity through staff training to refer and deliver evidence based programs.
- 1.45. The Contractor shall conduct outreach to seniors to enroll in chronic disease prevention and management programs, which may include, but is not limited to the following programs:
- 1.45.1. Medicare Diabetes Prevention Program.
 - 1.45.2. Arthritis Appropriate Evidence-Based Interventions (AAEBI).
- 1.46. The Contractor shall assist healthcare organizations to implement a system that identifies and refers individuals who have arthritis to AAEBI for physical activity and self-management education.
- 1.47. The Contractor shall implement and expand selections of AAEBI-approved physical activity programs to build capacity through staff training for referral and delivery of programs, that include:
- 1.47.1. Arthritis Foundation Aquatic Program (AFAP);
 - 1.47.2. Active Living Everyday (ALED);
 - 1.47.3. Enhance eFitness (EF);
 - 1.47.4. Fit Strong!;
 - 1.47.5. Walk With Ease (WWE) Group;
 - 1.47.6. Arthritis Foundation Exercise Program (AFEP); and
 - 1.47.7. Walk With Ease (WWE) Self-directed.
- 1.48. The Contractor shall provide continuing education for physicians and healthcare teams listed in Subsection 1.22 to enhance community clinical linkages.
- 1.49. The Contractor shall expand all programming to WISEWOMAN participants, which includes:

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Contractor Initials DS
DP

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- 1.49.1. DPP;
- 1.49.2. BPSM;
- 1.49.3. Walk with-Ease;
- 1.49.4. Enhance Fitness; and
- 1.49.5. YUSA's Healthy Weight Loss Program.
- 1.50. The Contractor shall build new partnerships with health systems, statewide, in order to expand all programming to WISEWOMAN participants.
- 1.51. The Contractor shall provide training and education on all current programs and referrals to the healthcare teams involved in the WISEWOMAN program.
- 1.52. The Contractor shall collaborate with healthcare organizations to increase bi-directional referral processes and systems to improve coordination of care.
- 1.53. The Contractor shall explore sustainability options for the Livestrong and other chronic disease programs. The Contractor shall ensure:
 - 1.53.1. A minimum of one hundred (100) individuals are enrolled in the Livestrong program in State Fiscal Year 2022.
 - 1.53.2. A minimum of fifty (50) additional individuals are enrolled in the Livestrong program in State Fiscal Year 2023, resulting in a total of one hundred fifty (150) enrollees in State Fiscal Year 2023.
- 1.54. The Contractor shall participate in monthly in-person, virtual and/or conference call meetings with the Department to review contract performance related to, but not limited to:
 - 1.54.1. Activities.
 - 1.54.2. Challenges.
 - 1.54.3. Progress.
 - 1.54.4. Budget.

2. Exhibits Incorporated

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

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3. Reporting Requirements

- 3.1. The Contractor shall submit quarterly reports to the Department no later than thirty (30) days after each quarter-end date that ensure recruitment, referral and enrollment into the chronic disease programs, which include, but are not limited to:
 - 3.1.1. A brief narrative of the work and activities performed during the prior quarter.
 - 3.1.2. A summary of work and activity plans for the upcoming quarter, approved by the Department, including, but not limited to:
 - 3.1.2.1. Challenges and/or barriers to completing requirements.
 - 3.1.2.2. Documented achievements.
 - 3.1.2.3. Progress towards meeting the performance measures.
- 3.2. The Contractor shall submit an updated Work Plan including the baseline and target numbers for the performance indicators in Section 4, Performance Measures, to the Department within thirty (30) days of the Contract Amendment Effective Date.
- 3.3. The Contractor shall submit Quarterly Outcome Reports including aggregate data only for each Performance Indicator in Section 4, Performance Measures, to the Department no later than thirty (30) days after each quarter-end date.
- 3.4. The Contractor shall submit an Annual Evaluation Report and updated Work Plan to the Department no later than thirty (30) days prior to the end of each State Fiscal Year that must include, but is not limited to:
 - 3.4.1. Total number of participants enrolled in all chronic disease programs as a result of clinical and in-house referrals.
 - 3.4.2. Aggregate data demonstrating each program's success that may include, but is not limited to:
 - 3.4.2.1. Participant weight loss.
 - 3.4.2.2. Program attendance.
 - 3.4.2.3. Participant retention rate.
 - 3.4.2.4. Documentation verifying ongoing CDC recognition for the DPP.
 - 3.4.2.5. Documentation verifying DSMES accreditation through ADCES.
- 3.5. The Contractor shall submit a Final Evaluation Report to the Department by July 30th, 2023, that includes, but is not limited to:
 - 3.5.1. The aggregate data specified in Subsection 3.4, above.

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- 3.5.2. Enrollment numbers for each chronic disease program.
- 3.5.3. Program completion rates.

4. Performance Measures

- 4.1. The Contractor shall submit the baseline, target and actual performance indicators to the Department on an annual basis no later than thirty (30) days after each State Fiscal Year end date, in order for the Department to measure contracted services. Performance indicators include:
 - 4.1.1. Number of new accredited/recognized DSMES programs or locations;
 - 4.1.2. Number of DSMES encounters;
 - 4.1.3. Number and proportion of patients served within healthcare organizations with systems to identify individuals with prediabetes and referred to DDPs;
 - 4.1.4. Number of DPP enrollees and/or completers;
 - 4.1.5. Number and proportion of patients within health systems with high blood pressure and/or high cholesterol referred to an evidence-based lifestyle program;
 - 4.1.6. If community health worker (CHW) strategy selected, the number of CHW engaged in linkage to or delivery of DSMES, DPP and evidence-based programs for the management of high blood pressure and/or high cholesterol;
 - 4.1.7. If pharmacy strategy selected, the number of pharmacists and/or pharmacies engaged in community-clinical linkage work;
 - 4.1.8. Number of new Livestrong programs offered virtually and/or in person;
 - 4.1.9. Number of patients referred to Livestrong from health systems;
 - 4.1.10. Number of Livestrong enrollees and completers;
 - 4.1.11. Number of Livestrong enrollees who had positive outcomes between pre/post test and what those outcomes were;
 - 4.1.12. Number of new startups mentored offering BPSM programs;
 - 4.1.13. Number of new startups mentored offering DPP;
 - 4.1.14. Number of seniors reached to enroll in chronic disease prevention and management programs;
 - 4.1.15. Number of healthcare members trained to enhance community-clinical linkages;
 - 4.1.16. Number of new staff trained to deliver AAEBI programs;
 - 4.1.17. Number and type of new AAEBI programs offered;

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- 4.1.18. Number of participants attending AAEBI programs; and
- 4.1.19. Number of WISEWOMAN participants enrolled in Chronic Disease Programs.
- 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.
- 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

- 5.1. Impacts Resulting from Court Orders or Legislative Changes
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 5.2. Culturally and Linguistically Appropriate Services (CLAS)
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 5.3. Credits and Copyright Ownership
 - 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
 - 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

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- 5.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
 - 5.3.3.1. Brochures.
 - 5.3.3.2. Resource directories.
 - 5.3.3.3. Protocols or guidelines.
 - 5.3.3.4. Posters.
 - 5.3.3.5. Reports.
- 5.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.
- 5.4. Operation of Facilities: Compliance with Laws and Regulations
 - 5.4.1. In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

6. Records

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

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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.

Exhibit C-3 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: The Granite Young Men's Christian Association
 Budget Request for: Heart Disease and Diabetes Community-Clinical Linkage Pilot - Diabetes Prevention Program
 Budget Period: SFY 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 54,431.75	\$ -	\$ 54,431.75	\$ 1,950.00	\$ -	\$ 1,950.00	\$ 52,481.75	\$ -	\$ 52,481.75
2. Employee Benefits	\$ 6,571.75	\$ -	\$ 6,571.75	\$ 292.50	\$ -	\$ 292.50	\$ 6,279.25	\$ -	\$ 6,279.25
3. Consultants	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
4. Equipment:	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
Postage	\$ 25.00	\$ -	\$ 25.00	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 18,000.00	\$ -	\$ 18,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 12,000.00	\$ -	\$ 12,000.00
10. Marketing/Communications	\$ 30,500.00	\$ -	\$ 30,500.00	\$ -	\$ -	\$ -	\$ 30,500.00	\$ -	\$ 30,500.00
11. Staff Education and Training	\$ 5,400.00	\$ -	\$ 5,400.00	\$ 400.00	\$ -	\$ 400.00	\$ 5,000.00	\$ -	\$ 5,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
program support	\$ 112,404.50	\$ -	\$ 112,404.50	\$ 45,365.50	\$ -	\$ 45,365.50	\$ 67,039.00	\$ -	\$ 67,039.00
program support stipends	\$ 6,500.00	\$ -	\$ 6,500.00	\$ -	\$ -	\$ -	\$ 6,500.00	\$ -	\$ 6,500.00
TOTAL	\$ 236,883.00	\$ -	\$ 236,883.00	\$ 56,883.00	\$ -	\$ 56,883.00	\$ 180,000.00	\$ -	\$ 180,000.00

Indirect As A Percent of Direct 0.0%

Exhibit C-7 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Bidder Name: The Granite Young Men's Christian Association
 Budget Request for: Heart Disease and Diabetes Community-Clinical Linkage Pilot - Blood Pressure Self-Monitoring Program
 Budget Period: SFY 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 66,431.50	\$ -	\$ 66,431.50	\$ 1,950.00	\$ -	\$ 1,950.00	\$ 64,481.50	\$ -	\$ 64,481.50
2. Employee Benefits	\$ 6,572.00	\$ -	\$ 6,572.00	\$ 292.50	\$ -	\$ 292.50	\$ 6,279.50	\$ -	\$ 6,279.50
3. Consultants	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
4. Equipment:	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 450.00	\$ -	\$ 450.00	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
Postage	\$ 25.00	\$ -	\$ 25.00	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 13,000.00	\$ -	\$ 13,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 12,000.00	\$ -	\$ 12,000.00
10. Marketing/Communications	\$ 12,700.00	\$ -	\$ 12,700.00	\$ -	\$ -	\$ -	\$ 12,700.00	\$ -	\$ 12,700.00
11. Staff Education and Training	\$ 10,400.00	\$ -	\$ 10,400.00	\$ 400.00	\$ -	\$ 400.00	\$ 10,000.00	\$ -	\$ 10,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
program support	\$ 78,394.70	\$ -	\$ 78,394.70	\$ 38,555.70	\$ -	\$ 38,555.70	\$ 37,839.00	\$ -	\$ 37,839.00
program support stipends	\$ 6,500.00	\$ -	\$ 6,500.00	\$ -	\$ -	\$ -	\$ 6,500.00	\$ -	\$ 6,500.00
TOTAL	\$ 200,123.20	\$ -	\$ 200,123.20	\$ 50,123.20	\$ -	\$ 50,123.20	\$ 150,000.00	\$ -	\$ 150,000.00

Indirect As A Percent of Direct

0.0%

Exhibit C-12 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: The Granite Young Men's Christian Association

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

Budget Period: SFY 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 20,000.00		\$ 20,000.00	\$ 5,000.00		\$ 5,000.00	\$ 15,000.00		\$ 15,000.00
2. Employee Benefits	\$ 500.00		\$ 500.00	\$ 500.00		\$ 500.00			\$ -
3. Consultants	\$ -		\$ -	\$ -		\$ -			\$ -
4. Equipment:	\$ -		\$ -	\$ -		\$ -			\$ -
Rental	\$ -		\$ -	\$ -		\$ -			\$ -
Repair and Maintenance	\$ -		\$ -	\$ -		\$ -			\$ -
Purchase/Depreciation	\$ -		\$ -	\$ -		\$ -			\$ -
5. Supplies:	\$ -		\$ -	\$ -		\$ -			\$ -
Educational	\$ -		\$ -	\$ -		\$ -			\$ -
Lab	\$ -		\$ -	\$ -		\$ -			\$ -
Pharmacy	\$ -		\$ -	\$ -		\$ -			\$ -
Medical	\$ -		\$ -	\$ -		\$ -			\$ -
Office	\$ 500.00		\$ 500.00	\$ 500.00		\$ 500.00			\$ -
6. Travel	\$ 500.00		\$ 500.00	\$ 500.00		\$ 500.00			\$ -
7. Occupancy	\$ 4,000.00		\$ 4,000.00	\$ 4,000.00		\$ 4,000.00			\$ -
8. Current Expenses	\$ -		\$ -	\$ -		\$ -			\$ -
Telephone	\$ -		\$ -	\$ -		\$ -			\$ -
Postage	\$ -		\$ -	\$ -		\$ -			\$ -
Subscriptions	\$ -		\$ -	\$ -		\$ -			\$ -
Audit and Legal	\$ -		\$ -	\$ -		\$ -			\$ -
Insurance	\$ -		\$ -	\$ -		\$ -			\$ -
Board Expenses	\$ -		\$ -	\$ -		\$ -			\$ -
9. Software	\$ 6,000.00		\$ 6,000.00	\$ -		\$ -	\$ 6,000.00		\$ 6,000.00
10. Marketing/Communications	\$ 4,000.00		\$ 4,000.00	\$ -		\$ -	\$ 4,000.00		\$ 4,000.00
11. Staff Education and Training	\$ 5,000.00		\$ 5,000.00	\$ -		\$ -	\$ 5,000.00		\$ 5,000.00
12. Subcontracts/Agreements	\$ -		\$ -	\$ -		\$ -			\$ -
13. Other (specific details mandatory):	\$ -		\$ -	\$ -		\$ -			\$ -
PROGRAM SUPPORT	\$ 63,500.00		\$ 63,500.00	\$ 13,500.00		\$ 13,500.00	\$ 50,000.00		\$ 50,000.00
Cultural/Linguistic Support	\$ -		\$ -	\$ -		\$ -			\$ -
TOTAL	\$ 104,000.00	\$ -	\$ 104,000.00	\$ 24,000.00	\$ -	\$ 24,000.00	\$ 80,000.00	\$ -	\$ 80,000.00

Indirect As A Percent of Direct

0.0%

Exhibit C-13 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: The Granite Young Men's Christian Association

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

Budget Period: SFY 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 11,500.00		\$ 11,500.00	\$ 5,000.00		\$ 5,000.00	\$ 6,500.00		\$ 6,500.00
2. Employee Benefits	\$ 500.00		\$ 500.00	\$ 500.00		\$ 500.00			\$ -
3. Consultants			\$ -			\$ -			\$ -
4. Equipment:			\$ -			\$ -			\$ -
Rental			\$ -			\$ -			\$ -
Repair and Maintenance			\$ -			\$ -			\$ -
Purchase/Depreciation			\$ -			\$ -			\$ -
5. Supplies:			\$ -			\$ -			\$ -
Educational			\$ -			\$ -			\$ -
Lab			\$ -			\$ -			\$ -
Pharmacy			\$ -			\$ -			\$ -
Medical			\$ -			\$ -			\$ -
Office	\$ 500.00		\$ 500.00	\$ 500.00		\$ 500.00			\$ -
6. Travel			\$ -			\$ -			\$ -
7. Occupancy			\$ -			\$ -			\$ -
8. Current Expenses			\$ -			\$ -			\$ -
Telephone			\$ -			\$ -			\$ -
Postage			\$ -			\$ -			\$ -
Subscriptions			\$ -			\$ -			\$ -
Audit and Legal			\$ -			\$ -			\$ -
Insurance			\$ -			\$ -			\$ -
Board Expenses			\$ -			\$ -			\$ -
9. Software			\$ -			\$ -			\$ -
10. Marketing/Communications			\$ -			\$ -			\$ -
11. Staff Education and Training			\$ -			\$ -			\$ -
12. Subcontracts/Agreements			\$ -			\$ -			\$ -
13. Other (specific details mandatory):			\$ -			\$ -			\$ -
PROGRAM SUPPORT	\$ 13,500.00		\$ 13,500.00			\$ -	\$ 13,500.00		\$ 13,500.00
Cultural/Linguistic Support			\$ -			\$ -			\$ -
TOTAL	\$ 26,000.00		\$ 26,000.00	\$ 6,000.00		\$ 6,000.00	\$ 20,000.00		\$ 20,000.00

Indirect As A Percent of Direct

0.0%

Exhibit C-14 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: The Granite Young Men's Christian Association

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

Budget Period: SFY 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 5,000.00		\$ 5,000.00	\$ 5,000.00		\$ 5,000.00			\$ -
2. Employee Benefits	\$ 500.00		\$ 500.00	\$ 500.00		\$ 500.00			\$ -
3. Consultants	\$ 500.00		\$ 500.00	\$ 500.00		\$ 500.00			\$ -
4. Equipment:									
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:									
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PROGRAM SUPPORT	\$ 20,000.00		\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00		\$ 20,000.00
Cultural/Linguistic Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 26,000.00	\$ -	\$ 26,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 20,000.00	\$ -	\$ 20,000.00

Indirect As A Percent of Direct

0.0%

Exhibit C-15 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: The Granite Young Men's Christian Association

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

Budget Period: SFY 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 5,000.00		\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00			\$ -
2. Employee Benefits	\$ 500.00		\$ 500.00	\$ 500.00	\$ -	\$ 500.00			\$ -
3. Consultants	\$ 500.00		\$ 500.00	\$ 500.00	\$ -	\$ 500.00			\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PROGRAM SUPPORT	\$ 20,000.00		\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00		\$ 20,000.00
Cultural/Linguistic Support	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 26,000.00	\$ -	\$ 26,000.00	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 20,000.00	\$ -	\$ 20,000.00

Indirect As A Percent of Direct 0.0%

State of New Hampshire

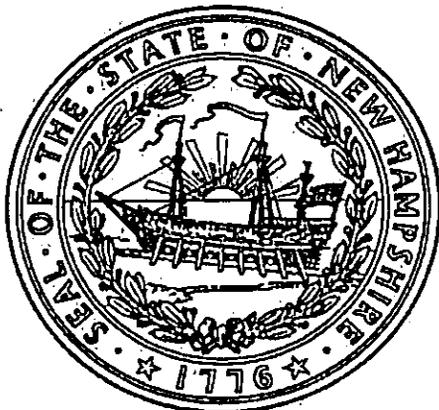
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE GRANITE YOUNG MEN'S CHRISTIAN ASSOCIATION is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on May 09, 1896. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 61724

Certificate Number: 0005352483



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of April A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Margaret A. O'Brien hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 19, 2019 at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That David Ports, President/CEO (may list more than one person)
(Name and Title of Contract Signatory)

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

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to affect 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.

Date: July 26, 2021



Signature of Elected Officer
NAME: Margaret A. O'Brien
TITLE: Chair of the Board of Trustees



**The Granite YMCA
Mission Statement**

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

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

THE GRANITE YMCA
FINANCIAL STATEMENTS
MAY 31, 2020

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HESSION & PARE, PC.

CERTIFIED PUBLIC ACCOUNTANTS

62 Stark Street, Manchester, New Hampshire 03101

603-669-5477 FAX 603-669-0197

INDEPENDENT AUDITOR'S REPORT

To the Board of Trustees
The Granite YMCA

We have audited the accompanying financial statements of The Granite YMCA (a nonprofit organization), which comprise the statements of financial position as of May 31, 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.

Board of Trustees
The Granite YMCA

Opinion

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

Manchester, New Hampshire
September 1, 2020

Hession & Pate PC

THE GRANITE YMCA

STATEMENTS OF FINANCIAL POSITION

As of May 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 1,575,371	\$ 2,366,324
Restricted cash	2,181,232	45,019
Accounts receivable	96,760	195,743
Pledges receivable, net	132,774	87,430
Prepaid expenses and other assets	<u>159,584</u>	<u>290,449</u>
Total current assets	4,145,721	2,984,965
Investments, at fair value	12,607,102	11,233,250
Long-term pledges receivable, less current portion	129,260	386
Property, plant and equipment, net	13,369,311	12,954,953
Beneficial interest in trusts	<u>1,565,355</u>	<u>1,502,185</u>
Total assets	<u>\$ 31,816,749</u>	<u>\$ 28,675,739</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable	\$ 187,400	\$ 454,498
Accrued expenses	309,710	304,766
Deferred revenue	2,327,225	3,056,410
Current portion of long-term debt	<u>2,455,334</u>	<u>318,689</u>
Total current liabilities	5,279,669	4,134,363
Long-term debt, net of current portion and unamortized deferred financing costs	3,323,930	2,872,526
Long-term interest rate swap	<u>275,088</u>	<u>224,626</u>
Total liabilities	<u>8,878,687</u>	<u>7,231,515</u>
Net assets		
Without donor restrictions		
Undesignated	8,581,177	8,538,267
Board-designated	5,591,397	5,165,052
Total without donor restrictions	<u>14,172,574</u>	<u>13,703,319</u>
With donor restrictions		
Restricted by purpose or time	2,452,161	2,012,648
Restricted in perpetuity	6,313,327	5,728,257
Total with donor restrictions	<u>8,765,488</u>	<u>7,740,905</u>
Total net assets	<u>22,938,062</u>	<u>21,444,224</u>
Total liabilities and net assets	<u>\$ 31,816,749</u>	<u>\$ 28,675,739</u>

See notes to financial statements.

THE GRANITE YMCA

STATEMENT OF ACTIVITIES

For the Year Ended May 31, 2020

	Without Donor Restrictions	With Donor Restrictions	<u>Total</u>
Operating activities			
Public support			
Annual campaign income	\$ -	\$ 501,697	\$ 501,697
Government subsidies	-	254,871	254,871
Grant income	-	361,994	361,994
In-kind contributions	24,498	2,451	26,949
United Way allocation	-	171,863	171,863
Net assets released from restrictions - operating activities	<u>1,475,852</u>	<u>(1,475,852)</u>	<u>-</u>
Total public support	1,500,350	(182,976)	1,317,374
Revenue			
Program and camp fees	11,581,037	-	11,581,037
Membership dues	4,938,823	-	4,938,823
Less financial assistance	<u>(1,601,905)</u>	<u>-</u>	<u>(1,601,905)</u>
Net program, camp fees & membership dues	14,917,955	-	14,917,955
Merchandise sales	159,115	-	159,115
Rental income	201,197	-	201,197
Investment income, endowment appropriation	<u>2,557</u>	<u>245,305</u>	<u>247,862</u>
Total revenue	<u>15,280,824</u>	<u>245,305</u>	<u>15,526,129</u>
Total public support and revenue	<u>16,781,174</u>	<u>62,329</u>	<u>16,843,503</u>
Expenses			
Program services			
Youth development	11,426,435	-	11,426,435
Healthy living	3,399,912	-	3,399,912
Social responsibility	<u>702,693</u>	<u>-</u>	<u>702,693</u>
Total program services	<u>15,529,040</u>	<u>-</u>	<u>15,529,040</u>
Supporting services			
Fundraising	318,268	-	318,268
Management	<u>914,273</u>	<u>-</u>	<u>914,273</u>
Total supporting services	<u>1,232,541</u>	<u>-</u>	<u>1,232,541</u>
Total expenses	<u>16,761,581</u>	<u>-</u>	<u>16,761,581</u>
(Decrease) increase in net assets from operations	<u>19,593</u>	<u>62,329</u>	<u>81,922</u>
Non-operating activities			
Net assets released from restrictions - capital expenditures	189,484	(189,484)	-
Contributions for capital assets	-	236,167	236,167
Contribution for endowment	-	142,061	142,061
Investment income, net of endowment appropriation	310,818	215,510	526,328
Change in beneficial interest in trust, net of allowance	-	63,170	63,170
Unrealized (loss) on carrying value of interest rate swap contract	<u>(50,463)</u>	<u>-</u>	<u>(50,463)</u>
Gain on sale of property	-	494,830	494,830
Other	<u>(177)</u>	<u>-</u>	<u>(177)</u>
Total non-operating activities	<u>449,662</u>	<u>962,254</u>	<u>1,411,916</u>
Increase in net assets	469,255	1,024,583	1,493,838
Net assets, beginning of year	<u>13,703,319</u>	<u>7,740,905</u>	<u>21,444,224</u>
Net assets, end of year	<u>\$ 14,172,574</u>	<u>\$ 8,765,488</u>	<u>\$ 22,938,062</u>

See notes to financial statements.

THE GRANITE YMCA

STATEMENT OF ACTIVITIES

For the Year Ended May 31, 2019

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

See notes to financial statements.

THE GRANITE YMCA

STATEMENT OF FUNCTIONAL EXPENSES

For the Year Ended May 31, 2020
(with comparative totals for the Year Ended May 31, 2019)

Expenses	Youth		Social	Total Program	Fundraising	Management	Total Support	2020	2019
	Development	Healthy Living	Responsibility	Services			Services		
Salaries	\$ 6,328,164	\$ 1,757,121	\$ 416,249	\$ 8,501,534	\$ 229,945	\$ 438,475	\$ 668,420	\$ 9,169,954	\$ 9,408,369
Benefits	585,057	185,526	40,470	811,053	18,042	59,767	77,809	888,862	835,144
Payroll taxes	610,857	167,501	36,908	815,266	20,602	36,404	57,006	872,272	868,910
Total salaries and related expenses	7,524,078	2,110,148	493,627	10,127,853	268,589	534,646	803,235	10,931,088	11,112,423
Occupancy costs	1,119,382	503,862	74,443	1,697,687	6,626	86,531	93,157	1,790,844	1,931,757
Supplies	757,798	120,742	46,534	925,074	10,152	9,110	19,262	944,336	1,185,595
Contract services	335,190	110,894	10,817	456,901	14,462	63,801	78,263	535,164	536,669
Information technology	101,350	33,220	11,261	145,831	5,067	74,323	79,390	225,221	240,678
Promotion and printing	155,954	50,701	417	207,072	2,930	1,500	4,430	211,502	212,876
Fair share dues	142,694	20,915	4,452	168,061	150	-	150	168,211	216,314
Conferences and training	106,377	24,834	5,775	136,986	3,923	23,271	27,194	164,180	161,306
Interest	112,582	48,951	57	161,590	26	377	403	161,993	146,339
Insurance	111,476	34,524	10,669	156,669	202	2,961	3,163	159,832	157,966
Telephone and postage	102,378	32,201	2,138	136,717	650	4,405	5,055	141,772	135,838
Merchandise sales	96,032	8,793	-	104,825	-	-	-	104,825	108,153
Transportation	74,260	1,613	9,685	85,558	-	-	-	85,558	111,000
Legal and audit	-	-	-	-	-	32,518	32,518	32,518	55,420
Dues	17,841	3,457	818	22,116	2,168	4,971	7,139	29,255	26,516
Campaign expense	490	495	-	985	3,323	-	3,323	4,308	9,308
Total expenses before depreciation and amortization	10,757,882	3,105,350	670,693	14,533,925	318,268	838,414	1,156,682	15,690,607	16,348,158
Depreciation and amortization	668,553	294,562	32,000	995,115	-	75,859	75,859	1,070,974	1,017,358
Total expenses	\$ 11,426,435	\$ 3,399,912	\$ 702,693	\$ 15,529,040	\$ 318,268	\$ 914,273	\$ 1,232,541	\$ 16,761,581	\$ 17,365,516

See notes to financial statements.

THE GRANITE YMCA

STATEMENTS OF CASH FLOWS

For the Years Ended May 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities		
Changes in net assets	\$ 1,493,838	\$ 559,907
Adjustments to reconcile increase in net assets to net cash provided by operating activities		
Depreciation and amortization	1,070,974	1,017,358
Net realized and unrealized (gain) on investments	(559,222)	(91,482)
Unrealized loss on interest rate swap contract	50,462	20,638
Net realized and unrealized (gain) on beneficial interest	(63,170)	(9,941)
Realized (gain) on sale of property	(494,830)	(501)
Contributions restricted for endowment	(142,061)	(182,020)
Contributions restricted for capital assets	(236,167)	(144,430)
(Gain) on sale of fixed asset	-	(74,237)
Change in operating assets and liabilities		
Accounts receivable	98,983	(79,806)
Grants and contracts	-	295,188
Prepaid expenses and other assets	130,865	(12,183)
Pledges receivable	(174,218)	44,814
Accounts payable and accrued expenses	(262,154)	93,584
Deferred revenue	(729,185)	368,153
Net cash provided by operating activities	<u>184,115</u>	<u>1,805,042</u>
Cash flows from investing activities		
Purchases of investments	(2,695,736)	(2,362,139)
Proceeds from sale of investments	1,881,106	1,749,867
Purchases of property, plant and equipment	(1,590,486)	(1,224,783)
Proceeds from sale of property, plant and equipment	613,361	74,738
Net cash used in investing activities	<u>(1,791,755)</u>	<u>(1,762,317)</u>
Cash flows from financing activities		
Cash contributions restricted for endowment	142,061	182,020
Cash contributions restricted for capital assets	236,167	144,430
Borrowing on loans	2,883,282	83,106
Principal payments of loans	(153,610)	(178,252)
Principal payments of bond payable	(155,000)	(140,000)
Net cash provided by financing activities	<u>2,952,900</u>	<u>91,304</u>
(Decrease) increase in cash and cash equivalents	1,345,260	134,029
Cash and cash equivalents, beginning of year	<u>2,411,343</u>	<u>2,277,314</u>
Cash and cash equivalents, end of year	<u>\$ 3,756,603</u>	<u>\$ 2,411,343</u>

See notes to financial statements.

THE GRANITE YMCA
STATEMENTS OF CASH FLOWS (concluded)

For the Years Ended May 31, 2020 and 2019

	<u>2020</u>	<u>2019</u>
Supplemental disclosure of cash flows information		
Interest paid in cash	<u>\$ 158,790</u>	<u>\$ 149,603</u>
Schedule of noncash investing and financing activities		
Fair value of donated assets	<u>\$ 18,449</u>	<u>\$ 23,648</u>
Debt to finance acquisition of assets	<u>\$ 746,282</u>	<u>\$ 83,106</u>

See notes to financial statements.

THE GRANITE YMCA
NOTES TO FINANCIAL STATEMENTS

Note 1. NATURE OF OPERATIONS

Description of organization

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

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

Program activities

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

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 1. NATURE OF OPERATIONS (concluded)

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

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

Supporting services consist of the following:

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

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of accounting

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

Basis of presentation

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

Net assets without donor restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The governing board has designated net assets for an operating reserve and board-designated endowment from net assets without donor restrictions.

Net assets with donor restrictions – Net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity.

Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are recognized as revenue when the assets are placed in service. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Operating activities

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

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

Accounting estimates

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

Revenue recognition

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

Contributions and pledges

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

Contributed services

The YMCA recognizes contributions of services received if such services: (a) create or enhance nonfinancial assets, (b) require specialized skills, (c) are provided by individuals possessing those skills, and (d) would typically need to be purchased if not contributed. For the years ended May 31, 2020 and 2019, the YMCA received contributed services of \$8,500 and \$22,420, respectively.

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

Functional allocation of expenses

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

THE GRANITE YMCA
NOTES TO FINANCIAL STATEMENTS

Note 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

Advertising costs

The YMCA expenses advertising costs as incurred. For the years ended May 31, 2020 and 2019, advertising costs were approximately \$198,350 and \$197,620, respectively.

Income taxes

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

The Financial Accounting Standards Board (FASB) guidance requires tax effects from uncertain tax positions to be recognized in the financial statements only if the position is more likely than not to be sustained if the position were to be challenged by a taxing authority. Management has determined that there are no material uncertain positions that require recognition in the financial statements. Additionally, no provision for income taxes is reflected in these financial statements. Interest and penalties would be recognized as tax expense; however, there is no interest or penalties recognized in the statements of activities. The tax years after 2016 are still open to audit for both federal and state purposes.

Cash and cash equivalents

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

Concentration of credit risk

The YMCA maintains cash balances at certain financial institutions in excess of the insurance limits provided by the Federal Deposit Insurance Corporation. The YMCA has not experienced any losses in such accounts. The YMCA monitors the financial stability of financial institutions regularly and management does not believe there is significant credit risk associated with deposits in excess of federally insured amounts. At May 31, 2020, the YMCA's uninsured cash balance totaled \$3,456,294.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

Derivative financial instrument

Derivative financial instruments are recognized as either assets or liabilities at their fair value on the statement of financial position, with the changes in the fair value reported in other changes in net assets without donor restrictions. The derivative financial instrument is classified on the statement of financial position as interest rate swap agreement.

Accounts receivable

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

Investments

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

Property, plant and equipment

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

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

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

THE GRANITE YMCA
NOTES TO FINANCIAL STATEMENTS

Note 2. SIGNIFICANT ACCOUNTING POLICIES (continued)

Deferred revenue

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

Subsequent events

The spread of COVID-19 has forced the YMCA to limit or cease operations for long or indefinite periods of time. Measures taken to contain the spread of the virus, including quarantines, social distancing, and closures of non-essential services have triggered significant disruptions to their program services, camp fees, and membership income.

Operating cash generated in fiscal year 2020 was significantly below fiscal year 2019 results due to reduced program offerings, specifically overnight camp which was canceled, the reduced capacity mandated for day camp and childcare, and a significant reduction in memberships. This also impacted deferred camp revenue substantially. Though the YMCA did receive notice of \$2.07 million in CARES Act funding, this only represents approximately 35% of the projected income loss for fiscal year 2021.

The duration and impact of the COVID-19 pandemic remains unclear at this time. It is not possible to reliably estimate the duration and severity of these consequences, as well as their impact on the financial position and results of the YMCA for future periods.

On June 9, 2020, the YMCA received notice to return funds of \$2,137,000 issued from Citizens Bank under the Payroll Protection Program. It was discovered that the YMCA did not qualify for the funds when approved on April 23, 2020.

Recent accounting pronouncements

In May 2014, the FASB issued (ASU) 2014-09, *Revenue from Contracts with Customers: Topic 606*. The ASU will supersede the revenue recognition requirements in Topic 605, *Revenue Recognition*, and most industry-specific guidance. The core principle of the guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The amendments in this ASU are effective for the fiscal years beginning after December 15, 2019. The YMCA has not yet implemented this ASU and is in the process of assessing the effect on their financial statements.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 2. SIGNIFICANT ACCOUNTING POLICIES (concluded)

In February 2016, the FASB issued (ASU) 2016-02, *Leases*. This ASU affects any entity that enters into a lease, with some specified scope exemptions. The main difference between previous GAAP and this ASU is the recognition of lease assets and lease liabilities by lessees for those leases classified as operating leases under previous GAAP. The amendments in this ASU are effective for fiscal years beginning after December 15, 2020. The YMCA has not yet implemented this ASU and is in the process of assessing the effect on their financial statements.

Note 3. LIQUIDITY AND AVAILABILITY

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

	<u>2020</u>	<u>2019</u>
Financial assets:		
Cash and cash equivalents	\$ 1,575,371	\$ 2,366,324
Restricted cash	2,181,232	45,019
Accounts receivable	96,760	195,743
Pledges receivable	262,034	87,816
Investments	12,607,102	11,233,250
Beneficial interest in remainder trusts	<u>1,565,355</u>	<u>1,502,185</u>
Total financial assets	18,287,854	15,430,337
Less financial assets held to meet donor-imposed restrictions:		
Restricted cash	(2,181,232)	(45,019)
Pledges receivable	(185,283)	(386)
Donor-restricted endowment funds	(7,015,705)	(6,068,198)
Less financial assets not available within one year:		
Beneficial interest in remainder trust	(1,565,355)	(1,502,185)
Less board-designated endowment fund	<u>(5,591,397)</u>	<u>(5,165,052)</u>
Amount available for general expenditures within one year	<u>\$ 1,748,882</u>	<u>\$ 2,649,497</u>

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

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 3. LIQUIDITY AND AVAILABILITY (concluded)

The YMCA's board-designated endowment of \$5,591,397 is subject to an annual spending rate as described in Note 14. Although management does not intend to spend from this board-designated endowment (other than amounts appropriated for general expenditure as part of the Board's annual budget approval and appropriation), these amounts could be made available if necessary.

As part of their liquidity management plan, the YMCA maintains a revolving line of credit of \$750,000 to cover short term cash needs (Note 11). Occasionally, the Board designates a portion of any operating surplus to its operating reserve, which was \$2,870,392 at May 31, 2020.

Note 4. PLEDGES RECEIVABLE

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

	<u>2020</u>	<u>2019</u>
Promises to give expected to be collected in		
Less than one year	\$ 144,811	\$ 88,436
One to five years	<u>138,722</u>	<u>400</u>
Total pledges receivable	283,533	88,836
Less discount to present value	(9,462)	(14)
Less allowance for uncollectible pledges	<u>(12,037)</u>	<u>(1,006)</u>
Net pledges receivable	262,034	87,816
Less current portion	<u>(132,774)</u>	<u>(87,430)</u>
Long term pledges receivable, net	<u>\$ 129,260</u>	<u>\$ 386</u>

Note 5. INVESTMENTS AND FAIR VALUE MEASUREMENTS

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

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 5. INVESTMENTS AND FAIR VALUE MEASUREMENTS (continued)

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

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

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

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

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

Investments measured at fair value at May 31, 2020 are summarized below:

	<u>Fair Value</u>	<u>(Level 1)</u>	<u>(Level 2)</u>	<u>(Level 3)</u>
Valued on a recurring basis				
Assets				
Investments				
Money market funds	\$ 469,617	\$ 469,617	\$ -	\$ -
U.S. treasury obligations	2,255,794	2,255,794	-	-
Corporate and foreign bonds	1,983,877	-	1,983,877	-
U.S. common stocks	5,090,792	5,090,792	-	-
Mutual funds	2,785,470	2,785,470	-	-
Taxable fixed income funds	21,552	21,552	-	-
Beneficial interest in trusts	<u>1,565,355</u>	<u>-</u>	<u>-</u>	<u>1,565,355</u>
Total assets	<u>\$ 14,172,457</u>	<u>\$ 10,623,225</u>	<u>\$ 1,983,877</u>	<u>\$ 1,565,355</u>

THE GRANITE YMCA
NOTES TO FINANCIAL STATEMENTS

Note 5. INVESTMENTS AND FAIR VALUE MEASUREMENTS (continued)

Liabilities				
Annuity payable	\$ -	\$ -	\$ -	\$ -
Interest rate swap in loss position	<u>275,088</u>	<u>-</u>	<u>275,088</u>	<u>-</u>
 Total liabilities	 <u>\$ 275,088</u>	 <u>\$ -</u>	 <u>\$ 275,088</u>	 <u>\$ -</u>
 Valued on a non-recurring basis				
Pledges receivable	<u>\$ 262,034</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 262,034</u>

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

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

Fair values for investments are determined by reference to quoted market prices and other relevant information generated by market transactions. The fair value of the pledges receivable is estimated at the present value of expected future cash flows. The discount rate used was 4% for 2020 and 2019. The fair value of Level 2 investments has been measured using quoted market prices of similar assets and the fair value market approach, as determined by several factors, including its credit rating relative to a corporate bond with similar maturity duration.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 5. INVESTMENTS AND FAIR VALUE MEASUREMENTS (concluded)

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

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

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

	<u>Beneficial Interest in Trusts</u>	<u>Annuity Payable</u>
Balance at May 31, 2019	\$ 1,502,185	\$ 3,122
Change in value	63,170	178
Purchases, issuance and settlements	<u>-</u>	<u>(3,300)</u>
Balance at May 31, 2020	<u>\$ 1,565,355</u>	<u>\$ -</u>

Investment return at May 31 is summarized as follows:

	<u>2020</u>	<u>2019</u>
Interest and dividends, net of fees	\$ 214,968	\$ 201,583
Net realized (loss) gain	(77,803)	186,886
Net unrealized gain (loss)	<u>637,025</u>	<u>(95,404)</u>
Investment return, net of expenses	774,190	293,065
Investment expenses	<u>57,943</u>	<u>51,813</u>
Total return on investments	<u>\$ 832,133</u>	<u>\$ 344,878</u>

THE GRANITE YMCA
NOTES TO FINANCIAL STATEMENTS

Note 6. PROPERTY, PLANT AND EQUIPMENT

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

	<u>2020</u>	<u>2019</u>
Building and improvements	\$ 24,381,984	\$ 23,123,311
Furniture, fixtures and equipment	4,372,202	4,068,015
Land	<u>1,763,114</u>	<u>1,881,447</u>
	30,517,300	29,072,773
Less accumulated depreciation	<u>17,147,989</u>	<u>16,117,820</u>
Net investment in property, plant and equipment	<u>\$ 13,369,311</u>	<u>\$ 12,954,953</u>

Note 7. BENEFICIAL INTEREST IN TRUSTS

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

	<u>2020</u>	<u>2019</u>
Beneficial interest in trusts	\$ 1,884,176	\$ 1,795,868
Allowance for principal distribution	<u>(376,835)</u>	<u>(359,173)</u>
Total	<u>\$ 1,507,341</u>	<u>\$ 1,436,695</u>

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 7. BENEFICIAL INTEREST IN TRUSTS (concluded)

The YMCA of the Seacoast is a beneficiary of an agency endowment fund at the New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing this fund, property contributed to the New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of the YMCA of the Seacoast. In accordance with its spending policy, the Foundation makes distributions from the fund to the YMCA of the Seacoast. The distributions are approximately 4.0% of the market value of the fund per year. The estimated value of future distributions from the fund is included in these financial statements as required by generally accepted accounting principles; however, all property in the fund was contributed to the New Hampshire Charitable Foundation to be held and administered for the benefit of the YMCA of the Seacoast. For the year ended May 31, 2020, \$2,569 was received from the fund. On May 31, 2020, the market value of the fund's assets was approximately \$58,014.

Note 8. FUNDS HELD BY OTHERS

The YMCA of the Seacoast is also a beneficiary of two designated funds at the New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing these funds, property contributed to the New Hampshire Charitable Foundation is held as separate funds designated for the benefit of the YMCA of the Seacoast. In accordance with its spending policy, the Foundation makes distributions from the funds to the YMCA of the Seacoast. The distributions are approximately 4.0% of the market value of the funds per year. The funds are not included in these financial statements, since all property in the funds was contributed to the New Hampshire Charitable Foundation to be held and administered for the benefit of the YMCA of the Seacoast. For the year ended May 31, 2020, \$3,242 was received from the funds. On May 31, 2020, the market value of the funds' assets was approximately \$71,542.

THE GRANITE YMCA
NOTES TO FINANCIAL STATEMENTS

Note 9. LONG-TERM DEBT

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

	<u>2020</u>	<u>2019</u>
Bond payable to Citizens Bank, N.A. in the original amount of \$3,800,000, in monthly sinking fund installments, plus interest of 2.05% per annum through October 2028, net of unamortized deferred financing costs of \$85,611 and \$98,988 at May 31, 2020 and 2019, respectively. The bond is secured by certain YMCA buildings. Reference is made to Note 10.	\$ 1,514,389	\$ 1,656,011
Non-interest-bearing note payable to the City of Manchester in annual installments of \$13,000 due in August each year, through October 2024. The note is secured by real estate located in Manchester, NH.	65,000	78,000
Note payable to the Strafford Economic Development Corporation (SEDC) dated August 16, 2012 in the original amount of \$475,000. Monthly principal and interest payments in the amount of \$2,634 are required through August 2022. The interest rate is 3% per annum. The note is secured by substantially all of the assets located in Rochester, NH.	323,727	345,276
Note payable to Citizens Bank dated May 28, 2014 in the original amount of \$1,394,050. Monthly principal and interest payments in the amount of \$10,288 were required through May 2019, with the remaining balance due June 2019. The interest rate was 3.13% per annum. The note was secured by substantially all of the assets located in Manchester, NH and Portsmouth, NH. The loan was refinanced in 2020.	-	973,718
Note payable to New Hampshire Health and Education Facilities Authority dated June 2, 2014 in the original amount of \$80,490. Monthly principal and interest payments in the amount of \$1,376 were required through June 2019. The interest rate was 1% per annum. The note was secured by property.	-	1,375

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 9. LONG-TERM DEBT (continued)

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

41,748 56,419

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

66,829 80,416

Note payable to Citizens Bank dated June 1, 2019 in the original amount of \$1,720,000. Monthly principal and interest payments in the amount of \$12,170 are required through May 2024 with the remaining balance due June 2029. The interest rate is 3.35% per annum. The note is secured by substantially all of the assets in Manchester, NH.

1,630,571

Note payable to Citizens Bank dated April 23, 2020 in the original amount of \$2,137,000 under the Payroll Protection Program. The loan is forgivable as long as the borrower uses the proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels.

2,137,000

Total long-term debt and unamortized deferred financing costs

5,779,264 3,191,215

Less current portion long-term debt

(2,455,334) (318,689)

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

\$ 3,323,930 \$ 2,872,526

THE GRANITE YMCA
NOTES TO FINANCIAL STATEMENTS

Note 9. LONG-TERM DEBT (concluded)

Future annual maturities of the notes are as follows:

Year ending <u>May 31,</u>	<u>Amount</u>
2021	\$ 2,455,334
2022	330,805
2023	584,610
2024	311,744
2025	309,864
Thereafter	1,872,518
Unamortized deferred financing costs	<u>(85,611)</u>
Total	<u>\$ 5,779,264</u>

The loan agreement contains certain financial and nonfinancial covenants. Management has an ongoing analysis of covenant compliance. At May 31, 2020, the YMCA was in compliance with the financial covenants.

Note 10. SERIES 2007 REVENUE BONDS

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

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

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 10. SERIES 2007 REVENUE BONDS (concluded)

The Series 2007 Bond documents require the YMCA to comply with certain financial covenants. As of May 31, 2020, the YMCA was in compliance with these covenants.

Note 11. REVOLVING LINE OF CREDIT

The YMCA has a revolving line of credit with Citizens Bank for \$750,000. The line of credit is used for operating cash flow purposes if needed. Any amounts drawn on the line of credit are payable on demand with interest equal to one month LIBOR rate, plus a 2.25% interest margin under the LIBOR Advantage program. The interest rate at May 31, 2020 was 2.43%. The line is secured by substantially all of the YMCA's non real estate assets. At May 31, 2020 and 2019, there was no outstanding balance owed on the line of credit.

The line of credit agreement contains certain financial and nonfinancial covenants. Management has an ongoing analysis of covenant compliance. At May 31, 2020, the YMCA was in compliance with the financial covenants.

Note 12. INTEREST RATE SWAP

During 2007, the YMCA entered into an interest rate swap agreement (the "swap agreement") with Citizens Bank NA (the "Counterparty") to hedge the interest rate on the Series 2007 Bonds. Pursuant to the swap agreement, the initial notional amount and amortization will match the par amount and amortization of the Series 2007 Bonds. Under the terms of the swap agreement, the YMCA will pay the fixed rate of 3.75% on the notional amount and in exchange, the Counterparty will pay the YMCA a variable rate on the notional amount based on the 67 percent of one-month LIBOR. The cost of the interest rate swap for the years ended May 31, 2020 and 2019 was added to interest expense in the statement of functional expenses.

Any gain or loss in the value of the swap contract is recorded as an unrealized gain or loss on the carrying amount value of the interest rate swap contract. For the years ended May 31, 2020 and 2019, the YMCA had an unrealized (loss) on the carrying value of the interest rate swap agreement of \$(50,463) and \$(20,638), respectively.

THE GRANITE YMCA
NOTES TO FINANCIAL STATEMENTS

Note 13. NET ASSETS WITH DONOR RESTRICTIONS

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

	<u>2020</u>	<u>2019</u>
Net assets with donor restrictions:		
Restricted for		
Programs		
Youth development	\$ 39,630	\$ 20,185
Healthy living	61,596	76,360
Social responsibility	46,000	25,000
Fundraisers	116,808	43,978
Capital expenditure	49,890	-
Time		
Beneficial interest in trusts	1,463,020	1,384,116
Cumulative appreciation on permanently restricted investments	675,217	463,009
Endowments restricted in perpetuity	<u>6,313,327</u>	<u>5,728,257</u>
 Total net assets with donor restrictions	 <u>\$ 8,765,488</u>	 <u>\$ 7,740,905</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose, by the occurrence of events specified by the donors, or by a change in the restrictions specified by the donor. Those amounts released from restrictions during the year ended May 31, 2020 are as follows:

Programs	
Youth development	\$ 497,181
Healthy living	199,613
Social responsibility	481,211
Fundraisers	49,240
Capital expenditure	189,484
Time	
Cumulative appreciation on permanently restricted investments	<u>248,607</u>
 Total net assets released from donor restrictions	 <u>\$ 1,665,336</u>

THE GRANITE YMCA
NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT COMPOSITION

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

- Youth development
- Healthy living
- Social responsibility

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

Purpose of the endowment

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

Interpretation of relevant law

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

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

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

THE GRANITE YMCA
NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT COMPOSITION (continued)

Endowment net asset composition by type of fund as of May 31, 2020:

	Without Donor <u>Restrictions</u>	With Donor <u>Restrictions</u>	<u>Total</u>
Donor restricted	\$ -	\$ 7,015,705	\$ 7,015,705
Board designated	<u>5,591,397</u>	<u>-</u>	<u>5,591,397</u>
Total funds	<u>\$ 5,591,397</u>	<u>\$ 7,015,705</u>	<u>\$ 12,607,102</u>

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

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

Changes in endowment net assets for the years ended May 31, 2020 and 2019:

	Without Donor <u>Restrictions</u>	With Donor <u>Restrictions</u>	<u>Total</u>
Endowment net assets as of May 31, 2018	\$ 4,658,359	\$ 5,871,137	\$ 10,529,496
Investment return			
Investment income	81,259	120,324	201,583
Net realized and unrealized gain	<u>36,876</u>	<u>54,606</u>	<u>91,482</u>
Total investment return	118,135	174,930	293,065
Endowment contributions	-	177,587	177,587

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT COMPOSITION (continued)

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Other	-	74,237	74,237
Appropriation to endowment assets from operations	399,920	-	399,920
Appropriation of endowment assets for gift annuities	-	(3,300)	(3,300)
Appropriation of endowment assets for capital assets	(75,000)	-	(75,000)
Appropriation of endowment assets for operations	(2,598)	(160,157)	(162,755)
Appropriation not drawn	<u>66,236</u>	<u>(66,236)</u>	<u>-</u>
Endowment net assets as of May 31, 2019	<u>\$ 5,165,052</u>	<u>\$ 6,068,198</u>	<u>\$ 11,233,250</u>
Investment return			
Investment income	\$ 87,014	\$ 127,954	\$ 214,968
Net realized and unrealized gain	<u>226,361</u>	<u>332,861</u>	<u>559,222</u>
Total investment return	313,375	460,815	774,190
Endowment contributions	-	143,311	143,311
Proceeds from sale of land	-	591,988	591,988
Appropriation of endowment assets for gift annuities	-	(3,300)	(3,300)
Appropriation of endowment assets for operations	(2,557)	(129,780)	(132,337)

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT COMPOSITION (continued)

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Appropriation not drawn	<u>115,527</u>	<u>(115,527)</u>	<u>-</u>
Endowment net assets as of May 31, 2020	<u>\$ 5,591,397</u>	<u>\$ 7,015,705</u>	<u>\$ 12,607,102</u>

Return objectives and risk parameters

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

Investment objective

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

Spending policy and how the investment objectives relate to spending policy

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

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 14. ENDOWMENT COMPOSITION (concluded)

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

Funds with deficiencies

From time to time, the fair value of assets associated with individual donor restricted endowment funds may fall below the level that the donor or UPMIFA requires the YMCA to retain as a fund of perpetual duration. Deficiencies of this nature that are in excess of related restricted amounts are reported in net assets without donor restrictions. As of May 31, 2020 and 2019, there were no such amounts.

Note 15. FINANCIAL ASSISTANCE PROVIDED

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

	<u>2020</u>	<u>2019</u>
Program fees	\$ 11,581,037	\$ 12,337,672
Less financial assistance provided	<u>(1,005,384)</u>	<u>(1,132,660)</u>
Program fees, net	<u>\$ 10,575,653</u>	<u>\$ 11,205,012</u>
Membership dues	\$ 4,938,823	\$ 5,026,148
Less financial assistance provided	<u>(596,521)</u>	<u>(659,032)</u>
Membership dues, net	<u>\$ 4,342,302</u>	<u>\$ 4,367,116</u>

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 16. DEFINED CONTRIBUTION PLANS

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

In accordance with their agreement, contributions for the YMCA Retirement Fund Retirement Plan are a percentage of the participating employees' salary. These amounts are paid by the YMCA. For the years ended May 31, 2020 and 2019, total contributions charged to retirement costs aggregated \$285,778 and \$286,531, respectively.

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

Note 17. RELATED PARTIES

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

The YMCA pays dues to YMCA of the USA. For the years ended May 31, 2020 and 2019, dues expense was \$168,210 and \$216,315, respectively.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Note 18. LEASE COMMITMENTS

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

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

The minimum future commitments under the leases are as follows:

<u>Year ending</u> <u>May 31,</u>	<u>Amount</u>
2021	\$ 237,858
2022	190,573
2023	145,289
2024	105,084
2025	<u>107,538</u>
Total	<u>\$ 786,342</u>

For the years ended May 31, 2020 and 2019, rent expense for leased facilities and equipment was approximately \$229,180 and \$260,930, respectively.

Note 19. RISKS AND UNCERTAINTIES

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

The Granite Young Men's Christian Association
Board of Trustees
July 2021

First Name	Last Name
Loretta	Brady
Kraig	Burnham
Jim	Ferro
Rob	Glew
Morey	Goodman
Ryan	Gough
Kerry	Houston
Dave	Kuhn
Steve	Lubelczyk
Sheryl	McQuade
Peg	O'Brien
Dan	O'Connor
Brandon	Pierre
Wayne	Robinson
Brett	St. Clair
Tom	Tomal
Margaret	Tomas
Bill	Tucker
Henry	Velleux
Jeremy	Walker
Kellie	Wardman
EX-OFFICIO Members	
Dan	Grinley
Matt	Leahy
John	Lombardi
Dennis	Malloy

CINDY LAFOND

Career Overview

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

Core Competencies

Staff and Board Development	Operations management
Supervision and training	Results-orientated
Strategic Organizational Planning	Mentoring and Coaching
Facility Management	Performance Evaluations

Professional Experience

Association Director of Healthy Living Initiatives June 2015 to current
Granite YMCA – Manchester, NH
Oversee the Healthy Living Initiatives for the Granite YMCA within each of our communities as well as our five Branches located in Manchester, Goffstown, Londonderry, Rochester and Portsmouth NH. Our Healthy Living Initiatives I oversee for the association are LiveStrong at the Y (evidence based cancer survivor program), YMCA Diabetes Prevention Program, Blood Pressure Monitoring Program, and Falls Prevention Programs like Tai ji Quan/Moving for better balance. My role ensures that the highest standards and best practices for health and wellness are developed and implemented across the association, with a focus on providing opportunities that facilitate and support growth in multiple dimensions of health for our members: physical, mental, emotional, spiritual, social, and environmental. My role also assures that the Y is building strong wellness staff and fostering strong relationships with and among members, this also promotes a collaborative approach to personal health and community partnerships and involvement through health promotion, educational programming, and service to our members and our community.

Executive Director Dec 2012 to June 2015
Manchester YMCA – Manchester, NH
Oversee the management of programs, facilities, volunteer and staff development, financial development and collaborations with community agencies in meeting the needs of its members and program participants. Lead daily operations of Urban YMCA with a budget of 1.3 million serving 3500 units. Programs include Health & Wellness, Membership, Aquatics, Sports, Teen Center, Child Care Center that includes, 5 classroom Preschool programs, 4 after school locations, 2 indoor summer camps. Directly supervises 7 FT staff/Directors and 60 part time Group Wellness Instructors.

Assistant Branch Director / Senior Director Dec 2009 to Dec 2012
Granite YMCA – Manchester, NH
Served as Asst. Executive Director/ Senior Director of the YMCA with a 4 lane Indoor Pool, 3 Preschool program with 55 children, 4 after school sites, Sports Department/Day Camp, and 3 Wellness centers. Full Responsibility for the YMCA of

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

Health & Wellness Director Oct 1999 to Dec 2009

Granite YMCA – Manchester, NH

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

Group Exercise Coordinator/Director Oct 1994 to Oct 1999

Granite YMCA – Manchester, NH

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

Customer Service Oct 1994 to Oct 1996

AutoFair – Manchester, NH

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

Education

Computer Programming/Accounting 1979

Charles H. McCann Technical School – North Adams, Mass

Leanne Schoenfeld, RDN, LD

PROFESSIONAL SUMMARY:

Registered dietitian with diversified leadership skills in nutrition counseling and education for patients living with chronic or terminal diseases and conditions. Demonstrated abilities to:

- Assess, diagnose, intervene, monitor & evaluate patient's or client's nutritional needs
- Document nutrition care
- Collaborate with medical professionals on patient's needs
- Foster a comfortable environment & develop positive rapport with patient or client
- Use resources available
- Work well independently & in group settings

CREDENTIALS:

Registered Dietitian Nutritionist (RDN)
State of New Hampshire Licensed Dietitian (LD)

February 2017
March 2018

RELEVANT WORK EXPERIENCE:

Nutrition Program Coach, YMCA Allard Center, Goffstown, NH **May 2018 - Present**

- Completed Certification for YMCA's Diabetes Prevention Program Lifestyle Coach – CDC
- Lead YMCA's Diabetes Prevention Program
- Create nutrition workshops & handouts to provide nutrition education for different age groups
- Develop nutrition workshop descriptions
- Provide One-on-One Nutrition Counseling
- Email communication with clients and supervisor
- Offer Ask-A-Dietitian – Discussion to advise members on their nutrition related questions

Keene State College Dietetic Internship, 18 Graduate Credits **2015 - 2016**

- **Clinical Rotation – Lakes Regional General Hospital – 440 hrs (55 days)**
 - Educated patients on modified sodium, fiber, cardiac, & diabetic diets
 - Provided medical nutrition therapy for patients in hospital setting
 - Screened, assessed, planned, implemented, & documented evidence-based nutrition interventions for patients at varying levels of nutritional risk
 - Initiated & calculated calorie counts on high risk patients
 - Calculated patient nutrient needs for oral intake, enteral feeding, & total parenteral nutrition
 - Recommended oral supplements, tube feedings, & TPN solutions
 - Utilized Nutrition Care Process for documenting notes
 - Collaborated with other medical professionals to develop common goal for patients
 - Conducted a Supplement Waste Study, collaborated with food service department, & interviewed patients for feedback
 - Developed & presented a case study on Mucositis using Google Slides
- **Food Service Rotation – 200 hrs**
 - Served as Project Manager for Valentine's Day Lunch - Planned, marketed, implemented, & evaluated meal project for 70 employees
 - Monitored & documented temperatures for refrigerators, freezers, serving line, & dish machine

- Developed & conducted an in-service for 15 kitchen & diet office employees on sanitation and food safety
- Checked food supply inventory and ordered online
- Prepared equipment proposal for drop-in hot food wells
- Performed sanitation audit
- Operated tray/serving line, cold and hot food production, & dish room
- **Community Rotation – 400 hrs**
 - Conducted needs assessment, researched, & presented assigned nutrition education topics for various age groups
 - Created handouts, surveys, & visual aids
 - Developed nutrition program descriptions for incoming dietetic interns
- **Specialty – 160 hrs**
 - Prepped, transported, served, & supervised meals to children and teens participating in Summer Foods Service Program (SFSP)
 - Collaborated with Food Service Director and Kitchen Manager
 - Communicated with teachers and lead camp counselor
- **Independent Community Project – 120 hrs**
 - Assessed, researched, & created Fourth Grade Garden Lessons that were incorporated into the curriculum

Emanuel Christian Preschool, Manchester, NH

March 2015; March/April 2017

- Created presentations on hydration & whole grains
- Collaborated with registered dietitian (RD) & communicated with classroom teacher

School Care Annual Wellness Retreat, Bedford, NH

Jan 2015

- Assisted RD with workshop on Reading Food Labels for teachers

Concord Hospital, Concord, NH

Nov-Dec 2014

- Reviewed charts with RD & learned different fields for charting
- Evaluated drink supplements
- Discovered & experienced indirect calorimetry with metabolic cart

NH Food Bank/Cooking Matters Teen Program, Manchester, NH

Summer 2014

- Instructed a weekly nutrition topic & cooking experience for teens

Orthodontic Assistant, Moin Orthodontics, Manchester, NH

July 1996 - April 2008

- Spearheaded all orthodontics for patients
- Applied, adjusted, & removed braces
- Educated patients on proper orthodontic care & dental hygiene
- Performed sterilization & disinfection procedures
- Conducted digital photography & x-rays
- Charted electronic medical records
- Maintained dental equipment

EDUCATION:

University of New Hampshire, Durham, NH
B.S., Nutrition Dietetics; Presidential Scholar

2014 - 2015

NHTI, Concord, NH
Diploma, Dental Assisting; Dean's list

1995 – 1996

JOB DESCRIPTION



TITLE:	Health Coach Coordinator
DEPARTMENT:	Healthy Living Department 1012
REPORTS TO:	Association Director of Healthy Living
PAY GRADE:	
PAY RANGE:	\$23 - \$25
POSITION CLASSIFICATION:	Part time

POSITION SUMMARY:	Under the guidance and supervision of the Association Healthy Living Director, the Health Coach Coordinator is responsible for supporting Promote, internally and externally, all Evidence-Based Health Interventions (EBHIs) for a YMCA association. Commit to and support the Y mission and vision to advance community integrated health. Promote the Y's ability to serve health seekers in preventing chronic disease or living well with chronic disease. Support the program manager in achieving all chart of work deliverables necessary to build the organizations capacity to launch one or more EBHIs.
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ASSOCIATION EXPECTATION OF EMPLOYEE:	<ul style="list-style-type: none"> • Adheres to Association Policy and Procedures • Acts as a role model within and outside the Association • Performs duties as workload necessitates • Maintains a positive and respectful attitude • Communicates regularly with supervisor about Department issues • Demonstrates flexible and efficient time management and ability to prioritize workload • Consistently reports to work on time prepared to perform duties of position • Meets Department productivity standards • Reports to work as scheduled
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STAFF PLEDGE:	<p>As a YMCA staff member, my role is to create a place where all are welcome. Every day I am committed to building relationships with members, staff, volunteers, and my community. I do my part in building relationships by:</p> <p>Living the Values and Vision of the YMCA As a relationship builder, I am committed to practicing the values and vision of the YMCA daily. I am caring enough to listen, honest in leading by example, respectful to all who enter the YMCA, and responsible enough to take positive action.</p> <p>Being a Strong Team Player I help build bridges between departments and branches, as well as between members and communities. I support and encourage the Y team, including staff and members.</p> <p>Creating a Welcoming, Safe Family Environment I acknowledge each person I see and make them feel welcome. I assist them in their needs and listen to and address their concerns. If I see a problem, I own it. I always work to improve the quality of the YMCA.</p> <p>Forming Community Partnerships I believe that partnerships are essential to the success of the YMCA. I regularly share my connections and ideas to strengthen our programs, memberships, and services. Our Y's resources combine with others to help people grown in spirit, mind and body.</p>
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PRINCIPLE ACTIVITIES:	<p>Responsibilities and Qualifications for Health and Wellness Development:</p> <ul style="list-style-type: none"> • Ensures the Y's preparedness for implementing the EBHI • Engages in recruitment and/or selection of program facilitators and ensures they meet all qualifications and complete all course prerequisites to achieve and maintain any certification • Monitors and supports program facilitators confidence and competence, sharing information and resources with staff to continually increase their knowledge and skill set • Monitors program facilitators' completion and submission of required participant data • Staff member with health and wellness and/or youth development experience who has credibility among his or her subordinates or peers in order to ensure that cohort expectations for training, certification, and program quality and compliance are met • Must also be a clear and convincing communicator and educator and a model of the skills and competencies expected of staff <p>Responsibilities and Qualifications for EBHI Champion:</p>
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- Experience implementing evidence-based program models, including targeting specific or underserved populations, managing referral relationships with health care providers, and implementing quality assurance and data collection protocols.
- Understanding of the wants, needs, and interests of health seekers working to prevent or manage chronic diseases.
- Ability to identify and create a staff structure necessary for successful program implementation.
- Experience with managing resources and program finances appropriately and effectively showing good stewardship of YMCA funds and resources
- Ability to build strong relationships, inspire confidence, and work effectively with a wide variety of stakeholders (health care providers, public health officials, payors, health seekers, senior Y leaders, and frontline staff).
- Has access to and can influence decision makers within the YMCA association to support program sustainability, including identifying funding resources and allocation of staff resources.
- Exhibits a personal connection to and investment in healthy living; ability to communicate this investment and commitment to inspire and engage other Y staff/leaders.
- Public health background, a plus. Completion of Medical Community Partnerships 101 and 201 e-Learnings in the Y's Learning and Career Development Center (LCDC) website, a plus.

Responsibilities and Qualifications for Y Engagement:

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

YMCA COMPETENCIES: Mission Advancement: To provide a healthy, active, and safe environment for members
 Collaboration: To work as a member of the YMCA team to provide the best wellness services possible
 Operational Effectiveness: To keep attendance in an organized manner and provide a well-maintained and safe exercise space
 Personal Growth: To work towards communication and interactive skill improvement when it comes to working with adults

- MINIMUM QUALIFICATIONS:**
- Child Abuse Prevention Training
 - Listen First member service training
 - Current nationally recognized health and fitness certification (or equivalent) or degree
 - Current CPR and First aid
 - YMCA Healthy Lifestyle Principles (or equivalent)
 - YMCA Foundations of Strength and Conditioning (or equivalent)
 - YMCA Group exercise certification (or equivalent)
 - 2+ years of Wellness Center Coach, Fitness Floor and/or group exercise staff experience

ADA SPECIFICATIONS: **Physical Demands:**
 The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally required to stand; walk; sit; use hands to finger, handle, or feel objects, tools or controls; reach with hands and arms; climb stairs; balance; stoop, kneel, crouch or crawl; talk and hear. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by the job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORKING CONDITIONS:	Work is performed in an office setting with exposure to CRTs. Working extended hours may be required as needed. Work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.
OTHER RESPONSIBILITIES:	This job description is intended to convey information essential to understanding the scope of the job and the general nature and level of work performed by job holders within this job. But, this job description is not intended to be an exhaustive list of qualifications, skills, efforts, duties, responsibilities or working conditions associated with the position.
GENERAL SIGN OFF	The employee is expected to adhere to all Association policies and to act as a role model in the adherence to Association policies.

I have read and understand this explanation and job description. I also understand that as I am an employee of the Granite YMCA, I am paid by an hourly or class rate or on a salary basis as reflected in my Letter of Hire. I do not receive direct compensation, tips or gifts for individual or group training, lessons or services rendered to YMCA members and program participants from YMCA members or program participants. I do not accept cash or checks. All payments are handled at the Welcome Center Desk

Staff

Date

Director

Date



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Position Description – Health Coach Support Team

General Functions:

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

Responsibilities and Qualifications for Health and Wellness Development:

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

Responsibilities and Qualifications for EBHI Champion:

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

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

Responsibilities and Qualifications for Y Engagement:

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

The Granite Young Men's Christian Association

Key Personnel

2021-2022				
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cindy Lafond	Association Director of Healthy Living	\$85,389	52%	\$43,714
Leanne Schoenfeld	Health Coach Coordinator	\$32,188	80%	\$25,750
TBD	Health Coach/Cancer	\$15,000	83%	\$12,500
TBD	HLI – Health Coach	\$33,000	76%	\$25,000
TBD	HLI – Health Coach	\$26,000	96%	\$25,000

2022-2023				
Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cindy Lafond	Association Director of Healthy Living	\$82,801	51%	\$44,874
Leanne Schoenfeld	Health Coach Coordinator	\$33,153	80%	\$25,750
TBD	Health Coach/Cancer	\$6,250	100%	\$6,250

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

Lori A. Sbilbiate
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 12, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** amendment to an existing contract with The Granite Young Men's Christian Association (VC#154139), Manchester, NH to expand the existing Community-Clinical Linkages program, by increasing the price limitation by \$344,000 from \$350,000 to \$694,000 with no change to the contract completion date of June 30, 2023 effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 24, 2020, (Item #39).

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

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Program Services	90017003	\$25,000	\$0	\$25,000
2020	102-500731	Contracts for Program Services	90017002	\$25,000	\$0	\$25,000
2021	102-500731	Contracts for Program Services	90017003	\$50,000	\$125,000	\$175,000
2021	102-500731	Contracts for Program Services	90017002	\$50,000	\$125,000	\$175,000

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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2022	102-500731	Contracts for Program Services	90017003	\$50,000	\$0	\$50,000
2022	102-500731	Contracts for Program Services	90017002	\$50,000	\$30,000	\$80,000
2023	102-500731	Contracts for Program Services	90017003	\$50,000	\$0	\$50,000
2023	102-500731	Contracts for Program Services	90017002	\$50,000	\$0	\$50,000
			Subtotal	\$350,000	\$280,000	\$630,000

05-95-090-902010-70460000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, ARTHRITIS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Program Services	90017717	\$0	\$0	\$0
2021	102-500731	Contracts for Program Services	90017717	\$0	\$24,000	\$24,000
2022	102-500731	Contracts for Program Services	90017717	\$0	\$20,000	\$20,000
2023	102-500731	Contracts for Program Services	90017717	\$0	\$20,000	\$20,000
			Subtotal	\$0	\$64,000	\$64,000
			Total	\$350,000	\$344,000	\$694,000

EXPLANATION

This request is **Sole Source** because the increase in price limitation exceeds 10% of the original contract price limitation.

The purpose of this request is to expand upon the existing Community-Clinical Linkages program by increasing referrals and participation in evidence-based arthritis approved physical

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activity programs. Inclusion of these new physical activity programs is expected to also improve outcomes related to diabetes and heart disease.

The partnership with the Granite Young Men's Christian Association supports the Department's efforts in reducing the number of adults who develop diabetes and heart disease, and increases the number of adults who appropriately manage their diabetes, blood pressure and cholesterol levels. The Contractor will continue to collaborate with public health, health care and community (non-health care) sectors to achieve better prevention for those at a high risk for chronic diseases and treatment outcomes for individuals living with chronic diseases.

The Contractor will expand the existing diabetes and heart disease work by implementing programs, statewide, through the Without Walls Initiative to take chronic disease programs outside of the YMCA buildings and into health care sites, churches or other community based organizations. The Contractor will also build capacity through staff training to refer and deliver evidence based programs; mentor and support additional statewide Blood Pressure Self-Monitoring Programs; mentor and support statewide Diabetes Prevention Programs; conduct outreach to seniors to enroll in chronic disease prevention and management programs; and provide continuing education for physicians and healthcare teams in order to enhance community clinical linkages for individuals referred to the YMCA lifestyle programs.

Approximately 848,000 adults in New Hampshire (333,000 with high blood pressure, 407,000 with prediabetes, and 110,000 with diabetes) are eligible for services through this contract, from the contract effective date through June 30, 2023.

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

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

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

As referenced in Exhibit A Revisions to Standard Contract Revisions of the original contract, the parties have the option to extend the agreement for up to two (2) additional years,

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Council not authorize this request, individuals in New Hampshire will not receive referrals from their primary care providers for evidence-based chronic disease prevention and management services within their communities. In the absence of these referrals, disease morbidity and mortality may continue to increase, as will costs of healthcare to treat individuals with heart disease and diabetes.

Area served: Statewide

Source of Funds: CFDA #93.426, FAIN #NU58DP006515, and CDFA #93.945, FAIN #NU58DP006448.

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. Shabinette
Commissioner



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

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Heart Disease and Diabetes Community-Clinical Linkage Pilot Contract**

This 1st Amendment to the Heart Disease and Diabetes Community-Clinical Linkage Pilot 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 The Granite Young Men's Christian Association, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 117 Market Street Manchester NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2020, (Item #39), 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 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 1.8, Price Limitation, to read:
\$694,000.
2. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B Amendment #1 Scope of Services, which is which is attached hereto and incorporated by reference herein, in order to update services provided by the Contractor to include programs related to arthritis and heart disease.
3. Modify Exhibit C, Methods and Conditions Precedent to Payment, Section 1, to read:
 - 1.2 91% Federal Funds to Improve the Health of Americans Through Prevention and Management of Diabetes and Heart Disease, and Stroke; as awarded on May 13, 2020, by the Centers for Disease Control and Prevention (CDC), prevention and Management of Diabetes and Heart Disease in NH, CFDS #93.426, FAIN NU58DP006515; and
 - 1.3 9% Federal Funds to Assistance Programs for Chronic Disease Prevention and Control; National Center for Chronic Disease Prevention and Health Promotion as awarded on October 19, 2020, by the Centers for Disease Control and Prevention (CDC), New Hampshire Public Health Approaches to Addressing Arthritis, CFDA #93.945, FAIN# NU58DP006448.
4. 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 items, as specified in Exhibits C-1 Budget through Exhibit C-11 Budget, Amendment #1. The Contractor shall:
 - 3.1. Provide the services in Exhibit B, Scope of Services in compliance with funding requirements listed in Section 1.



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

- 3.2. Meet the in-kind match of an amount equal to a minimum of 30% of the total funding in this contract, in compliance with the funding requirements listed in Section 1.
- 3.3. Ensure the annual required match is in non-federal, non-Department related contributions either in cash, in-kind, or donated services or equipment related to directly carrying out project activities and goals related Exhibit B Amendment #1, Scope of Services, and as approved by the Department.
- 3.4. Submit bi-annual reports of itemized matching funds to the Department no later than December 15th and June 15th annually.
5. Modify Exhibit C-2 Budget, by replacing in its entirety with Exhibit C-2 Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
6. Modify Exhibit C-3 Budget, by replacing in its entirety with Exhibit C-3 Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
7. Modify Exhibit C-6 Budget, by replacing in its entirety with Exhibit C-6 Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
8. Add Exhibit C-9 Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
9. Add Exhibit C-10 Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
10. Add Exhibit C-11 Budget, Amendment #1, which is attached hereto and incorporated by reference herein.



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

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive 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

5/4/2021

Date

DocuSigned by:

Lisa M. Morris

Name: Lisa M. Morris

Title: Director, Division of Public Health Svcs.

The Granite Young Men's Christian Association

4/22/2021

Date

DocuSigned by:

David Ports

Name: David Ports

Title: President and CEO



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

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

OFFICE OF THE ATTORNEY GENERAL

5/4/2021

Date

DocuSigned by:

Name: Catherine Pinos

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
Heart Disease and Diabetes Community-Clinical Linkage Pilot
EXHIBIT B, Amendment #1



Scope of Services

1. Statement of Work

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

**New Hampshire Department of Health and Human Services
Heart Disease and Diabetes Community-Clinical Linkage Pilot
EXHIBIT B, Amendment #1**



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

The Granite Young Men's Christian Association

Contractor Initials DP

**New Hampshire Department of Health and Human Services
Heart Disease and Diabetes Community-Clinical Linkage Pilot
EXHIBIT B, Amendment #1**



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

**New Hampshire Department of Health and Human Services
Heart Disease and Diabetes Community-Clinical Linkage Pilot
EXHIBIT B, Amendment #1**



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

**New Hampshire Department of Health and Human Services
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EXHIBIT B, Amendment #1**



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

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

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- 1.35. The Contractor shall invite health care providers who have referred patients to the program to participate on the Community Advisory Board.
- 1.36. The Contractor shall conduct outreach with community partners and participants to create awareness of the program and to promote the opportunities to participate in the program. The Contractor shall ensure outreach strategies include, but are not limited to:
 - 1.36.1. Articles in local newspapers.
 - 1.36.2. Marketing on the Granite Y's website.
 - 1.36.3. Letters to patients from health care providers.
 - 1.36.4. Presentations at community health care providers.
- 1.37. The Contractor shall develop and submit an Evaluation Plan to the Department no later than September 1, 2020.
- 1.38. The Contractor shall develop and submit a Business Plan to the Department within sixty (60) days of the Contract effective date, that includes:
 - 1.38.1. The targeted community partners and stakeholders;
 - 1.38.2. The methods of communication and outreach, including the type and frequency of communication;
 - 1.38.3. The key activities to deliver the program; and
 - 1.38.4. A list of partner organizations and individuals which may include, but is not limited to:
 - 1.38.4.1. Technology platforms.
 - 1.38.4.2. Third party billing agencies.
 - 1.38.4.3. Licensed health care providers.
 - 1.38.4.4. Members of the Community Advisory Board.
- 1.39. The Contractor shall ensure program staffing includes, but is not limited to:
 - 1.39.1. A Program Director providing services under this contract for no less than twenty (20) hours per week.
 - 1.39.2. An Administrative Assistant who shall be hired no later than October 1, 2020, to support DPP Health Coaches for no less than fifteen (15) hours per week.
- 1.40. The Contractor shall implement programs, statewide, through the "Y's Without Walls Initiative" to build capacity through staff training to refer and deliver evidence based programs.
- 1.41. The Contractor shall conduct outreach to seniors to enroll in chronic disease prevention and management programs, including but not limited to the offering.

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of a Medicare Diabetes Prevention Program, and Arthritis Appropriate Evidence-Based Interventions (AAEBI).

- 1.42. The Contractor shall assist healthcare organizations to implement a system that identifies and refers individuals who have arthritis to AAEBI for physical activity and self-management education.
- 1.43. The Contractor shall implement and expand selections of AAEBI-approved physical activity programs to build capacity through staff training for referral and delivery of programs, that include:
 - 1.43.1. Arthritis Foundation Aquatic Program (AFAP);
 - 1.43.2. Active Living Everyday (ALED);
 - 1.43.3. Enhance eFitness (EF);
 - 1.43.4. Fit Strong!;
 - 1.43.5. Walk With Ease (WWE) Group;
 - 1.43.6. Arthritis Foundation Exercise Program (AFEP); and
 - 1.43.7. Walk With Ease (WWE) Self-directed.
- 1.44. The Contractor shall provide continuing education for physicians and healthcare teams listed in 1.17 to enhance community clinical linkages.

2. Exhibits Incorporated

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

3. Reporting Requirements

- 3.1. The Contractor shall submit quarterly reports to the Department no later than thirty (30) days after the end of each quarter that ensure recruitment, referral and enrollment into the chronic disease programs, which include, but are not limited to:
 - 3.1.1. A brief narrative of the work and activities performed during the prior quarter.

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- 3.1.2. A summary of work and activity plans for the upcoming quarter, approved by the Department, including, but not limited to:
 - 3.1.2.1. Challenges and/or barriers to completing requirements.
 - 3.1.2.2. Documented achievements.
 - 3.1.2.3. Progress towards meeting the performance measures.
- 3.2. The Contractor shall submit Quarterly Outcome Reports of aggregate data only for each Performance Measure in Section 4 below to the Department within thirty (30) days of each quarter end date.
- 3.3. The Contractor shall submit an updated work plan that includes baseline and target numbers to the Department within thirty (30) days of the required kick-off meeting following the contract effective date and any amendments to this Agreement.

4. Performance Measures

- 4.1. The Department will utilize the following tools to measure performance, which shall be achieved annually and monitored on a monthly basis:
 - 4.1.1. Monthly in-person, electronic and/or conference call meetings with the Department to review contract performance related to, but not limited to:
 - 4.1.1.1. Activities.
 - 4.1.1.2. Challenges.
 - 4.1.1.3. Progress.
 - 4.1.1.4. Budget.
 - 4.1.2. Baseline and target numbers are submitted to the Department within ninety (90) days of the contract effective date in order for the Department to compare baseline and target performance indicators to actuals. Target performance indicators include:
 - 4.1.2.1. Number of new accredited/recognized DSMES programs or locations;
 - 4.1.2.2. Number of DSMES encounters;
 - 4.1.2.3. Number and proportion of patients served within healthcare organizations with systems to identify individuals with prediabetes and referred to NDDPs;
 - 4.1.2.4. Number of NDPP enrollees/completers and
 - 4.1.2.5. Number and proportion of patients within health systems with high blood pressure and/or high cholesterol referred to an evidence-based lifestyle program.

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- 4.1.2.6. If community health worker (CHW) strategy selected, the number of CHW engaged in linkage to or delivery of DSMES, NDPP and evidence-based programs for the management of high blood pressure and/or high cholesterol.
- 4.1.2.7. If pharmacy strategy selected, the number of pharmacists and/or pharmacies engaged in community-clinical linkage work.
- 4.1.2.8. Number of new startups mentored offering BPSM programs.
- 4.1.2.9. Number of new startups mentored offering DPP.
- 4.1.2.10. Number of seniors reached to enroll in chronic disease prevention and management programs.
- 4.1.2.11. Number of healthcare members trained to enhance community-clinical linkages.
- 4.1.2.12. Number of new staff trained to deliver AAEBI programs.
- 4.1.2.13. Number and type of new AAEBI programs offered.
- 4.1.2.14. Number of participants attending AAEBI programs.
- 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.
- 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

5.2. Culturally and Linguistically Appropriate Services (CLAS)

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

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

5.3. Credits and Copyright Ownership

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

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

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

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

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

5.4. Operation of Facilities: Compliance with Laws and Regulations

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

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

6. Records

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

Exhibit C-2 Budget, Amendment #1

New Hampshire Department of Health and Human Services

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 29,787.50	\$ -	\$ 29,787.50	\$ 1,950.00	\$ -	\$ 1,950.00	\$ 27,837.50	\$ -	\$ 27,837.50
2. Employee Benefits	\$ 5,388.50	\$ -	\$ 5,388.50	\$ 292.50	\$ -	\$ 292.50	\$ 5,096.00	\$ -	\$ 5,096.00
3. Consultants	\$ 15,335.00	\$ -	\$ 15,335.00	\$ 500.00	\$ -	\$ 500.00	\$ 14,835.00	\$ -	\$ 14,835.00
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 1,049.00	\$ -	\$ 1,049.00	\$ 1,049.00	\$ -	\$ 1,049.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
Postage	\$ 725.00	\$ -	\$ 725.00	\$ 725.00	\$ -	\$ 725.00	\$ -	\$ -	\$ -
Subscriptions	\$ 185.00	\$ -	\$ 185.00	\$ -	\$ -	\$ -	\$ 185.00	\$ -	\$ 185.00
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -	\$ -	\$ -	\$ 35,000.00	\$ -	\$ 35,000.00
11. Staff Education and Training	\$ 7,535.25	\$ -	\$ 7,535.25	\$ 2,535.25	\$ -	\$ 2,535.25	\$ 5,000.00	\$ -	\$ 5,000.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
program supports	\$ 98,564.75	\$ -	\$ 98,564.75	\$ 41,498.25	\$ -	\$ 41,498.25	\$ 57,066.50	\$ -	\$ 57,066.50
PROGRAM SUPPORT STIPENDS	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -	\$ 30,000.00	\$ -	\$ 30,000.00
TOTAL	\$ 227,500.00	\$ -	\$ 227,500.00	\$ 52,500.00	\$ -	\$ 52,500.00	\$ 175,000.00	\$ -	\$ 175,000.00

Indirect As A Percent of Direct

0.0%

Exhibit C-3 Budget, Amendment #1

New Hampshire Department of Health and Human Services

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 28,431.75	\$ -	\$ 28,431.75	\$ 1,950.00	\$ -	\$ 1,950.00	\$ 26,481.75	\$ -	\$ 26,481.75
2. Employee Benefits	\$ 6,571.75	\$ -	\$ 6,571.75	\$ 292.50	\$ -	\$ 292.50	\$ 6,279.25	\$ -	\$ 6,279.25
3. Consultants	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
4. Equipment:	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
Postage	\$ 25.00	\$ -	\$ 25.00	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
11. Staff Education and Training	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory): program support	\$ 47,404.50	\$ -	\$ 47,404.50	\$ 20,365.50	\$ -	\$ 20,365.50	\$ 27,039.00	\$ -	\$ 27,039.00
TOTAL	\$ 104,843.66	\$ -	\$ 104,843.66	\$ 26,841.00	\$ -	\$ 26,841.00	\$ 84,000.00	\$ -	\$ 84,000.00

Indirect As A Percent of Direct

0.0%

Exhibit C-6 Budget, Amendment #1

New Hampshire Department of Health and Human Services

Bidder Name: The Granite YMCA

Budget Request for: Heart Disease and Diabetes Community-Clinical Linkage Pilot - Blood Pressure Self-Monitoring Program

Budget Period: July 1, 2020 through June 30, 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 30,365.50	\$ -	\$ 30,365.50	\$ 1,950.00	\$ -	\$ 1,950.00	\$ 28,435.50	\$ -	\$ 28,435.50
2. Employee Benefits	\$ 7,389.75	\$ -	\$ 7,389.75	\$ 292.50	\$ -	\$ 292.50	\$ 7,097.25	\$ -	\$ 7,097.25
3. Consultants	\$ 16,913.00	\$ -	\$ 16,913.00	\$ 500.00	\$ -	\$ 500.00	\$ 16,413.00	\$ -	\$ 16,413.00
4. Equipment:	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 400.00	\$ -	\$ 400.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 450.00	\$ -	\$ 450.00	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 4,434.50	\$ -	\$ 4,434.50	\$ 1,434.50	\$ -	\$ 1,434.50	\$ 3,000.00	\$ -	\$ 3,000.00
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
Postage	\$ 3,025.00	\$ -	\$ 3,025.00	\$ 25.00	\$ -	\$ 25.00	\$ 3,000.00	\$ -	\$ 3,000.00
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 4,000.00	\$ -	\$ 4,000.00
10. Marketing/Communications	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00
11. Staff Education and Training	\$ 9,485.00	\$ -	\$ 9,485.00	\$ 900.00	\$ -	\$ 900.00	\$ 8,585.00	\$ -	\$ 8,585.00
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
program support	\$ 95,565.25	\$ -	\$ 95,565.25	\$ 41,498.00	\$ -	\$ 41,498.00	\$ 54,067.25	\$ -	\$ 54,067.25
TOTAL	\$ 227,500.00	\$ -	\$ 227,500.00	\$ 52,500.00	\$ -	\$ 52,500.00	\$ 175,000.00	\$ -	\$ 175,000.00

Indirect As A Percent of Direct

0.0%

Exhibit C-10 Budget, Amendment #1

New Hampshire Department of Health and Human Services

Bidder Name: The Granite YMCA
 Budget Request for: Arthritis
 Budget Period: July 1, 2021 through June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PROGRAM SUPPORT	\$ 21,000.00	\$ -	\$ 21,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 15,000.00	\$ -	\$ 15,000.00
TOTAL	\$ 29,000.00	\$ -	\$ 29,000.00	\$ 9,000.00	\$ -	\$ 9,000.00	\$ 20,000.00	\$ -	\$ 20,000.00

Indirect As A Percent of Direct

0.0%

Exhibit C-11 Budget, Amendment #1

New Hampshire Department of Health and Human Services

Bidder Name: The Granite YMCA
 Budget Request for: Arthritis
 Budget Period: July 1, 2022 through June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific details mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PROGRAM SUPPORT	\$ 21,000.00	\$ -	\$ 21,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 15,000.00	\$ -	\$ 15,000.00
TOTAL	\$ 29,000.00	\$ -	\$ 29,000.00	\$ 9,000.00	\$ -	\$ 9,000.00	\$ 20,000.00	\$ -	\$ 20,000.00

Indirect As A Percent of Direct 0.0%

39
MAC

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

Lori A. Shilbette
 Commissioner

Lisa M. Morris
 Director

29 HAZEN DRIVE, CONCORD, NH 03301
 603-271-4501 1-800-852-3345 Ext. 4501
 Fax: 603-271-4827 TDD Access: 1-800-735-2964
 www.dbhs.nh.gov

June 12, 2020

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

REQUESTED ACTION

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

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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EXPLANATION

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

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

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

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

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

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

As referenced in Exhibit A Revisions to Standard Contract Revisions of the attached contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals in New Hampshire will not receive referrals from their primary care providers for evidence-based chronic disease prevention and management services within their communities. In the absence of these referrals, disease morbidity and mortality may continue to increase, as will costs of healthcare to treat individuals with heart disease and diabetes.

Area served: Statewide

Source of Funds: CFDA #93.426, FAIN NU58DP006515

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

Respectfully submitted,


Justin A. Shiblnette
Commissioner



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

Heart Disease and Diabetes Community
Clinical Linkage Pilot

RFP-2020-DPHS-09-HEART

RFP Name

RFP Number

Reviewer Names

Bidder Name

1. Granite Young Men's Christian Association

2.

3.

Pass/Fail	Maximum Points	Actual Points
	700	627.5

1. Marisa Lara, Administrator I

2. Emily Bird, Program Planner III

3. Lisa Corman, Program specialist IV

4. Ellen Chase-Lucard, Administrator II

5. Amy Bergquist, Finance Administrator

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

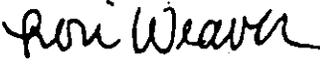
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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 The Granite Young Men's Christian Association		1.4 Contractor Address 117 Market Street Manchester NH 03101	
1.5 Contractor Phone Number (603) 782-2801	1.6 Account Number 05-95-90-902010-12270000	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$350,000
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: 6-11-20		1.12 Name and Title of Contractor Signatory David Potts, President/CEO	
1.13 State Agency Signature  Date: 6-12-20		1.14 Name and Title of State Agency Signatory Lori Weaver, Deputy 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: <u>Catherine Pinos</u> On: <u>06/12/20</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement 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 supersedes all prior agreements and understandings with respect to the subject matter hereof.

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



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

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

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Heart Disease and Diabetes Community-Clinical Linkage Pilot
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Scope of Services

1. Statement of Work

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

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EXHIBIT B**



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

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

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

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

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



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

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Heart Disease and Diabetes Community-Clinical Linkage Pilot**



EXHIBIT B

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

2. Exhibits Incorporated

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

**New Hampshire Department of Health and Human Services
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accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

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

3. Reporting Requirements

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

4. Performance Measures

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

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- 4.1.2.1. Number of new accredited/recognized DSMES programs or locations;
 - 4.1.2.2. Number of DSMES encounters;
 - 4.1.2.3. Number and proportion of patients served within healthcare organizations with systems to identify individuals with prediabetes and referred to NODPs;
 - 4.1.2.4. Number of NDPP enrollees/completers and
 - 4.1.2.5. Number and proportion of patients within health systems with high blood pressure and/or high cholesterol referred to an evidence-based lifestyle program.
 - 4.1.2.6. If community health worker (CHW) strategy selected, the number of CHW engaged in linkage to or delivery of DSMES, NDPP and evidence-based programs for the management of high blood pressure and/or high cholesterol.
 - 4.1.2.7. If pharmacy strategy selected, the number of pharmacists and/or pharmacies engaged in community-clinical linkage work.
- 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.
 - 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
 - 4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 5. Additional Terms**
- 5.1. **Impacts Resulting from Court Orders or Legislative Changes**
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
 - 5.2. **Culturally and Linguistically Appropriate Services (CLAS)**
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure

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

5.3. Credits and Copyright Ownership

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

5.4. Operation of Facilities: Compliance with Laws and Regulations

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

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

6. Records

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

- 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

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EXHIBIT C



Payment Terms

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

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

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EXHIBIT C**



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

The Granite Young Men's Christian Association,

Exhibit C

Contractor Initials DP

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Date 6-11-20

Rev. 01/08/19

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

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

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

Line Item	Total Program Cost		Contractor Share / Match		Funded by DPHS contract share	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
1. Total Salary/Wages	\$ 8,314.00	\$ -	\$ 8,314.00	\$ -	\$ 8,314.00	\$ -
2. Employee Benefits	\$ 2,348.33	\$ -	\$ 2,348.33	\$ -	\$ 2,348.33	\$ -
3. Consultants	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 500.00	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Recall	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 1,004.17	\$ -	\$ 1,004.17	\$ 444.00	\$ 560.17	\$ 525.17
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -
8. Current Expenses:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 100.00	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ -
Postage	\$ 17.50	\$ -	\$ 17.50	\$ 17.50	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 50.00	\$ -	\$ 50.00	\$ 50.00	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ -
10. Advertising/Communications	\$ 17,500.00	\$ -	\$ 17,500.00	\$ 5,633.50	\$ 11,866.50	\$ 11,866.50
11. Staff Education and Training	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (Specify below if mandatory)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 31,508.00	\$ -	\$ 31,508.00	\$ 7,502.00	\$ 24,006.00	\$ 24,006.00

Indirect: As A Percent of Direct

0%

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services

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

Line Item	Total Program Cost		Contractor Share / Match		Funded by OPHS contract share	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
1. Total Salary/Wages	\$ 24,787.55	\$ -	\$ 24,787.55	\$ -	\$ 1,620.00	\$ 23,167.55
2. Employee Benefits	\$ 3,368.50	\$ -	\$ 3,368.50	\$ -	\$ 217.50	\$ 3,151.00
3. Contract/Land	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 500.00	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ 450.00	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ 500.00	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ 200.00	\$ -
Postage	\$ 75.00	\$ -	\$ 75.00	\$ -	\$ 75.00	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ 750.00	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ 400.00	\$ -
12. Subcontractor/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (include other mandatory program supports)	\$ 31,264.75	\$ -	\$ 31,264.75	\$ -	\$ 14,468.75	\$ 16,796.00
TOTAL	\$ 71,645.75	\$ -	\$ 71,645.75	\$ -	\$ 21,645.75	\$ 50,000.00

Indirect As A Percent of Direct 0.0%

Exhibit C-3 Budget

New Hampshire Department of Health and Human Services

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

Line Item	Total Program Cost		Contractor Share / Match		Funded by OPHS contract share	
	Direct	Indirect	Direct	Indirect	Direct	Indirect
1. Total Salaries	28,431.75	-	1,856.00	-	1,856.00	26,575.75
2. Employee Benefits	4,311.75	-	287.50	-	287.50	4,024.25
3. Consultants	500.00	-	500.00	-	500.00	-
4. Equipment:	300.00	-	-	-	-	300.00
Rental	-	-	-	-	-	-
Repair and Maintenance	-	-	-	-	-	-
Purchase/Replacement	-	-	-	-	-	-
5. Supplies:	400.00	-	400.00	-	400.00	-
Educational	-	-	-	-	-	-
Lab	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-
Medical	-	-	-	-	-	-
Office	300.00	-	300.00	-	300.00	-
6. Travel	-	-	-	-	-	-
7. Occupancy	1,000.00	-	1,000.00	-	1,000.00	-
8. Current Expenses	700.00	-	700.00	-	700.00	-
Telephone	75.00	-	75.00	-	75.00	-
Postage	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-
Insurance	75.00	-	75.00	-	75.00	-
Board Expenses	-	-	-	-	-	-
9. Software	1,000.00	-	1,000.00	-	1,000.00	-
10. Marketing/Communications	-	-	-	-	-	-
11. Staff Education and Training	400.00	-	400.00	-	400.00	-
12. Subcontractors/Agreements	-	-	-	-	-	-
13. Other (specify direct materials)	-	-	-	-	-	-
Program Support	37,484.50	-	24,363.50	-	13,313.50	17,050.00
TOTAL	74,816.25	-	24,813.00	-	13,313.50	50,003.25

Indirect As A Percent of Direct 0.5%

Exhibit C-4 Budget

New Hampshire Department of Health and Human Services

Order Ref: The Granite YMCA
 Budget Request for: Heart Disease and Diabetes Community-Clinical Linkage Pilot - Diabetes Prevention Program
 Budget Period: July 1, 2022 through June 30, 2023

Line Item	Total Program Cost			Contractor Share / Match			Funded by OHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/wages	\$ 31,800.00	\$ -	\$ 31,800.00	\$ -	\$ -	\$ -	\$ 31,800.00	\$ -	\$ 31,800.00
2. Employee Benefits	\$ 8,760.00	\$ -	\$ 8,760.00	\$ -	\$ -	\$ -	\$ 8,760.00	\$ -	\$ 8,760.00
3. Consultants	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
4. Equipment	\$ 700.00	\$ -	\$ 700.00	\$ 700.00	\$ -	\$ 700.00	\$ -	\$ -	\$ -
Name	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 450.00	\$ -	\$ 450.00	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ 700.00	\$ -	\$ 700.00	\$ 700.00	\$ -	\$ 700.00	\$ -	\$ -	\$ -
Utilities	\$ 75.00	\$ -	\$ 75.00	\$ 75.00	\$ -	\$ 75.00	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rent and Lease	\$ 750.00	\$ -	\$ 750.00	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific direct mandatory program support)	\$ 31,417.60	\$ -	\$ 31,417.60	\$ 20,835.40	\$ -	\$ 20,835.40	\$ 11,459.50	\$ -	\$ 11,459.50
TOTAL	\$ 74,568.40	\$ -	\$ 74,568.40	\$ 24,348.40	\$ -	\$ 24,348.40	\$ 50,600.00	\$ -	\$ 50,600.00

Indirect As a Percent of Direct 0.0%

Exhibit C-5 Budget

New Hampshire Department of Health and Human Services

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

Line Item	Total Program Cost			Contractor Share (M&A)			Funded by DHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	8,515.00	-	8,515.00	-	-	-	8,515.00	-	8,515.00
2. Employee Benefits	2,508.50	-	2,508.50	-	-	-	2,508.50	-	2,508.50
3. Computers	500.00	-	500.00	-	-	-	500.00	-	500.00
4. Equipment	-	-	-	-	-	-	-	-	-
Repairs and Maintenance	-	-	-	-	-	-	-	-	-
Purchase/Replacement	-	-	-	-	-	-	-	-	-
5. Supplies	-	-	-	-	-	-	-	-	-
Educational	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	1,004.00	-	1,004.00	444.00	-	444.00	560.00	-	560.00
6. Travel	-	-	-	-	-	-	-	-	-
7. Occupancy	500.00	-	500.00	500.00	-	500.00	-	-	-
8. Current Expenses	-	-	-	-	-	-	-	-	-
Furniture	100.00	-	100.00	100.00	-	100.00	-	-	-
Postage	12.50	-	12.50	12.50	-	12.50	-	-	-
Supplies	-	-	-	-	-	-	-	-	-
Audit and Legal	-	-	-	-	-	-	-	-	-
Insurance	50.00	-	50.00	50.00	-	50.00	-	-	-
Board Expenses	-	-	-	-	-	-	-	-	-
9. Software	750.00	-	750.00	750.00	-	750.00	-	-	-
10. Maintenance/Communications	17,500.00	-	17,500.00	5,843.33	-	5,843.33	11,656.67	-	11,656.67
11. Staff Education and Training	500.00	-	500.00	500.00	-	500.00	-	-	-
12. Subcontract/Agreements	-	-	-	-	-	-	-	-	-
13. Other (Indirect costs/contingency)	-	-	-	-	-	-	-	-	-
TOTAL	32,500.00	-	32,500.00	7,508.83	-	7,508.83	21,991.17	-	21,991.17

Indirect As A Percent of Direct 0.0%

Exhibit C-6 Budget

New Hampshire Department of Health and Human Services											
Editor Name:		The Granite YMCA									
Budget Request for:		Heart Disease and Diabetes Community-Clinical Linkage Pilot - Blood Pressure Self-Monitoring Program									
Budget Period:		July 1, 2020 through June 30, 2021									
Line Item	Description	Total Program Cost			Contractor Share / Match			Funded by DHHS (contract share)			Total
		Original	Revised	Final	Original	Revised	Final	Original	Revised	Final	
1.	Total Salaries/Wages	24,345.00		24,345.00	1,840.00		1,840.00	22,505.00		22,505.00	26,175.50
2.	Employment Benefits	7,528.75		7,528.75	587.50		587.50	6,941.25		6,941.25	7,617.75
3.	Commodities	500.00		500.00	500.00		500.00				500.00
4.	Equipment	400.00		400.00				400.00		400.00	400.00
	Travel										
	Repair and Maintenance										
	Furniture/Depreciation										
5.	Travel										
	Educational	430.00		430.00	430.00		430.00			430.00	
	Lodging										
	Pharmacy										
	Medical										
	Other	300.00		300.00	300.00		300.00			300.00	
6.	Travel										
7.	Occupancy	1,000.00		1,000.00	1,000.00		1,000.00			1,000.00	
8.	Contract Expenses										
	Telephone	700.00		700.00	700.00		700.00			700.00	
	Postage	75.00		75.00	75.00		75.00			75.00	
	Printing										
	Travel										
	Contract Expenses	750.00		750.00	750.00		750.00			750.00	
9.	Salaries	1,000.00		1,000.00	1,000.00		1,000.00			1,000.00	1,000.00
10.	Library/Communications	3,000.00		3,000.00				3,000.00		3,000.00	3,000.00
11.	Staff Education and Training	400.00		400.00	400.00		400.00			400.00	
12.	Indemnification/Insurance										
13.	Other (Contract/Travel/Supplies)										
	Travel Support	77,383.75		77,383.75	14,498.00		14,498.00	62,885.75		62,885.75	62,885.75
	TOTAL	77,383.75		77,383.75	14,498.00		14,498.00	62,885.75		62,885.75	62,885.75
	TOTAL	77,383.75		77,383.75	14,498.00		14,498.00	62,885.75		62,885.75	62,885.75

Indirect As A Percent of Direct 8%

Exhibit C-7 Budget

New Hampshire Department of Health and Human Services												
Budget Name:		The Granite YMCA										
Budget Request For:		Heart Disease and Diabetes Community/Child Linkage Proj - Blood Pressure Self-Monitoring Program										
Budget Period:		July 1, 2021 through June 30, 2022										
Line Item #	Description	Total Program Cost			Contractor Month 7 Month			Funded by OHS (Federal share)			Total	
		Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1.	Total Interim/Travel	32,421.00	-	32,421.00	1,000.00	-	1,000.00	11,000.00	-	11,000.00	21,421.00	
2.	Employee Benefits	8,577.00	-	8,577.00	707.50	-	707.50	2,370.50	-	2,370.50	9,377.50	
3.	Consultants	300.00	-	300.00	300.00	-	300.00	-	-	-	300.00	
4.	Program	700.00	-	700.00	-	-	-	700.00	-	700.00	700.00	
	Travel	-	-	-	-	-	-	-	-	-	-	
	Supplies and Materials	-	-	-	-	-	-	-	-	-	-	
	Supplies/Other	-	-	-	-	-	-	-	-	-	-	
5.	Supplies	-	-	-	-	-	-	-	-	-	-	
	Educational	150.00	-	150.00	150.00	-	150.00	-	-	-	150.00	
	Lab	-	-	-	-	-	-	-	-	-	-	
	Pharmacy	-	-	-	-	-	-	-	-	-	-	
	Medical	-	-	-	-	-	-	-	-	-	-	
	Other	300.00	-	300.00	300.00	-	300.00	-	-	-	300.00	
6.	Travel	-	-	-	-	-	-	-	-	-	-	
7.	Outreach	1,000.00	-	1,000.00	1,000.00	-	1,000.00	-	-	-	1,000.00	
8.	Current Expenses	-	-	-	-	-	-	-	-	-	-	
	Telephone	700.00	-	700.00	700.00	-	700.00	-	-	-	700.00	
	Postage	75.00	-	75.00	75.00	-	75.00	-	-	-	75.00	
	Subscriptions	-	-	-	-	-	-	-	-	-	-	
	Rent and Lease	-	-	-	-	-	-	-	-	-	-	
	Insurance	250.00	-	250.00	250.00	-	250.00	-	-	-	250.00	
	Other Expenses	-	-	-	-	-	-	-	-	-	-	
9.	Salaries	1,500.00	-	1,500.00	1,500.00	-	1,500.00	-	-	-	1,500.00	
10.	Marketing/Communications	1,000.00	-	1,000.00	-	-	-	1,000.00	-	1,000.00	1,000.00	
11.	Staff Education and Training	400.00	-	400.00	400.00	-	400.00	-	-	-	400.00	
12.	Subsistence/Travel/Per Diem	-	-	-	-	-	-	-	-	-	-	
13.	Other (Specify details in column 2)	-	-	-	-	-	-	-	-	-	-	
Program Support		29,500.00	-	29,500.00	12,515.00	-	12,515.00	7,000.00	-	7,000.00	17,515.00	
TOTAL		78,733.00	-	78,733.00	28,712.50	-	28,712.50	14,300.00	-	14,300.00	43,012.50	

Indirect As A Percent of Direct 0.0%

Exhibit C-8 Budget

New Hampshire Department of Health and Human Services											
Elder Name:		The Graces YMCA									
Budget Request for:		Heart Disease and Diabetes Community Clinical Lifestyle Plan - Blood Pressure Self-Monitoring Program									
Budget Period:		July 1, 2022 through June 30, 2023									
Line Item	Description	Total Program Cost		Funds Available		Contractor Share		Match		Funds Available	
		Direct	Indirect	Direct	Indirect	Direct	Indirect	Direct	Indirect	Direct	Indirect
1.	Total Budget/Program	\$ 21,800.00	\$ -	\$ 21,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,000.00	\$ 11,000.00
2.	Employee Benefits	\$ 8,700.00	\$ -	\$ 8,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,700.00	\$ 4,700.00
3.	Contractors	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -
4.	Equipment	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 400.00	\$ 400.00
	Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Repairs and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Purchased Computer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5.	Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Educational	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ -	\$ -
	Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300.00	\$ 300.00
6.	Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.	Contingency	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
8.	Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Telephone	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ -	\$ -
	Postage	\$ 75.00	\$ -	\$ 75.00	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ 75.00	\$ 75.00
	Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Insurance	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ -	\$ -
	Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9.	Education	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
10.	Marketing/Communications	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
11.	Event Production and Training	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ -	\$ -
12.	Subcontract/Independent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13.	Other (Specify - Indirect from Salary)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Program Support	\$ 20,770.00	\$ -	\$ 20,770.00	\$ -	\$ 10,770.00	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,770.00
	TOTAL	\$ 21,800.00	\$ -	\$ 21,800.00	\$ -	\$ 11,350.00	\$ -	\$ -	\$ -	\$ 11,000.00	\$ 11,350.00

Exhibit C-8 Budget
The Graces Young Men's Christian Association
RFP-2020-0915-03-HEART-01

Contractor initials: OP
Date: 8-11-22

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 DP

Date 6-11-20

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:

June 11, 2020

The Granite YMCA

Date

Name: David Ports
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
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name:

June 11, 2020
Date

The Granite YMCA

Name: David Ports
Title: President/CEO

DP

Exhibit E - Certification Regarding Lobbying

Vendor Initials _____

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.

Vendor Name:

The Granite YMCA

Name: David Ports
Title: President/CEO

June 11, 2020

Date

DP

Vendor Initials

Date 6-11-20

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. 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

DP

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

8-11-20

07/7/14
Rev. 10/21/14

Page 1 of 2

Date

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:

The Granite YMCA

June 11, 2020

Date

Name:

Title: David Ports
President/CEO

Exhibit G

Vendor Initials OP

Certification of Compliance with requirements pertaining to Federal Non-discrimination, 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 guaranteed. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

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

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

Vendor Name:

The Granite YMCA

June 11, 2020

Date

Name: David Ports
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
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials DP

Date 6-11-20

New Hampshire Department of Health and Human Services



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

3/2014

DP
Contractor Initials _____
Date 6-11-20



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

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 DP
Date 6-11-20

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.

3/2014



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 Granite YMCA

The State

Name of the Contractor

Lori Weaver

David Ports

Signature of Authorized Representative

Signature of Authorized Representative

Lori Weaver

David Ports

Name of Authorized Representative

Name of Authorized Representative

Deputy Commissioner

President/CEO

Title of Authorized Representative

Title of Authorized Representative

6/12/2020

June 11, 2020

Date

Date

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:

June 11, 2020

Date

Name: David Ports
Title: President/CEO

DP

Contractor Initials _____

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Exhibit J



FORM A

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

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

DP

Contractor Initials _____

Date 6-11-20

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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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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- 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