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Lori A. Shabinette
Commissioner

Melissa A. Hardy
Director

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

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February 9, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to amend an existing contract with the Contractor listed below in bold type for Aging and Disability Resource Center ServiceLink services, by increasing the total price limitation by \$15,000 from \$6,491,928.02 to \$6,506,928.02 with no change to the contract completion date of June 30, 2022, effective upon Governor and Council approval. 57% Federal Funds, 43% General Funds.

The original contracts were approved by Governor and Council on May 20, 2020, Item #18, and amended with Governor approval on December 30, 2020 and presented to the Executive Council on February 17, 2021 (Informational Item A).

| Vendor Name | Vendor Code | Area Served | Current Amount | Increase (Decrease) | Revised Amount |
|---|-------------|---|----------------|---------------------|----------------|
| Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners | 177278 | Rockingham and Strafford County | \$1,893,476.60 | \$0 | \$1,893,476.60 |
| Community Action Program Belknap-Merrimack Counties, Inc. | 177203 | Merrimack County | \$660,553.64 | \$0 | \$660,553.64 |
| Easter Seals New Hampshire, Inc. | 177204 | Hillsborough County excluding Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, | \$834,693.24 | \$0 | \$834,693.24 |

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and the Honorable Council
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| | | | | | |
|--|---------------|--|-----------------------|--------------------|-----------------------|
| | | Peterborough, Sharon, Temple, and Windsor of Hillsborough County | | | |
| Grafton County Senior Citizens Council, Inc. | 177675 | Grafton County | \$649,130.58 | \$0 | \$649,130.58 |
| Partnership for Public Health | 165635 | Belknap and Carroll County | \$884,967.94 | \$15,000.00 | \$899,967.94 |
| Monadnock Collaborative | 159303 | Cheshire County, Sullivan County, and Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County | \$1,191,284.42 | \$0 | \$1,191,284.42 |
| Tri-County Community Action Program | 177195 | Coos County | \$377,821.60 | \$0 | \$377,821.60 |
| | | Total: | \$6,491,928.02 | \$15,000.00 | \$6,506,928.02 |

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

See attached fiscal details.

EXPLANATION

The purpose of this request is to address the increase in volume of calls to the ServiceLink general telephone line by having the Contractor listed above in bold answer and direct telephone calls to the proper ServiceLink provider. The Department identified the Contractor as having sufficient staffing resources and capacity to quickly begin providing these services.

Approximately 71,000 individuals will be served during State Fiscal Year 2022.

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

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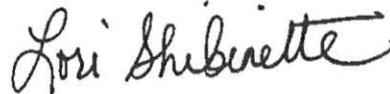
The Department will monitor services by reviewing call logs maintained by the Contractor.

Should the Governor and Executive Council not authorize this request, the Department will not be able to receive and respond to calls to the ServiceLink general telephone number, and individuals requesting information about services available through ServiceLink may not receive information necessary to access the services.

Source of Federal Funds: Assistance Listing Number #93.044; FAIN #2001NHSSC3-00.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
SFY21-22

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTS-
ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, SERVICELINK

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

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

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

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

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

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

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

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

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

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

Lakes Region Partnership for Public Health (Vendor # 165635)

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

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

Monadnock Collaborative (Vendor # 159303)

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

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

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

| | | | |
|-------------------|-----------------------|---------------|-----------------------|
| Total 9565 | \$6,055,214.02 | \$0.00 | \$6,055,214.02 |
|-------------------|-----------------------|---------------|-----------------------|

05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, ADMIN ON AGING SVCS GRANT-SMP
(100% Federal Funds - SHIP Trainer - 3 Sources)

Monadnock Collaborative (Vendor # 159303)

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

| | | | |
|-------------------|--------------------|---------------|--------------------|
| Total 3317 | \$50,000.00 | \$0.00 | \$50,000.00 |
|-------------------|--------------------|---------------|--------------------|

05-95-48-481010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, MONEY FOLLOWS THE PERSON
(100% Federal Funds)

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

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

| | | | |
|-------------------|--------------------|---------------|--------------------|
| Total 8920 | \$87,585.00 | \$0.00 | \$87,585.00 |
|-------------------|--------------------|---------------|--------------------|

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

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

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

| | | | |
|-------------------|---------------------|---------------|---------------------|
| Total 2164 | \$262,755.00 | \$0.00 | \$262,755.00 |
|-------------------|---------------------|---------------|---------------------|

05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-

**ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, MEDICAID SERVICES GRANTS
(100% Federal Funds - SHIP Admin)**

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

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

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

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

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

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

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

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

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

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

Lakes Region Partnership for Public Health (Vendor # 165635)

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

Monadnock Collaborative (Vendor # 159303)

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

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

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

| | | | |
|-------------------|--------------------|---------------|--------------------|
| Total 8925 | \$36,374.00 | \$0.00 | \$36,374.00 |
|-------------------|--------------------|---------------|--------------------|

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

Lakes Region Partnership for Public Health (Vendor # 165635)

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500731 | Contracts for Program Services | 2021 | \$0.00 | \$0.00 | \$0.00 |
| 102-500731 | Contracts for Program Services | 2022 | \$0.00 | \$15,000.00 | \$15,000.00 |
| | | Subtotal | \$0.00 | \$15,000.00 | \$15,000.00 |

| | | | |
|-------------------|---------------|--------------------|--------------------|
| Total 1917 | \$0.00 | \$15,000.00 | \$15,000.00 |
|-------------------|---------------|--------------------|--------------------|

Summary by Vendor by Year (OPTIONAL SERVICES SEPARATE)

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

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

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

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

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

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

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

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

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

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

Lakes Region Partnership for Public Health (Vendor # 165635)

| | State Fiscal Year | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|--|-------------------|-------------------------|------------------------------|-------------------------|
| | 2021 | \$445,142.97 | \$0.00 | \$445,142.97 |
| | 2022 | \$439,824.97 | \$15,000.00 | \$454,824.97 |
| | Subtotal | \$884,967.94 | \$15,000.00 | \$899,967.94 |

Monadnock Collaborative (Vendor # 159303)

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

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

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

Monadnock Collaborative (Vendor # 159303) OTHER SERVICES

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

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

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

| | | | | | |
|--|--------------------------|-----------------|----------------|-------------|----------------|
| | | Subtotal | \$350,340.00 | \$0.00 | \$350,340.00 |
| | Grand Total SFY21 | 2021 | \$3,270,151.01 | \$0.00 | \$3,270,151.01 |
| | Grand Total SFY22 | 2022 | \$3,221,777.01 | \$15,000.00 | \$3,236,777.01 |
| | Total Contract | | \$6,491,928.02 | \$15,000.00 | \$6,506,928.02 |

ACCOUNTING UNIT SUMMARY

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, SERVICELINK

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

**05-95-48-481010-3317 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, ADMIN ON AGING SVCS GRANT-SMP
(100% Federal Funds - SHIP Trainer - 3 Sources)**

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

**05-95-48-481010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DLTSS-ELDERLY AND ADULT SERVICES, GRANTS FOR SOCIAL SVC PROG, MONEY FOLLOWS THE PERSON
(100% Federal Funds)**

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

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

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

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

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

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500731 | Contracts for Program Services | 2021 | \$0.00 | \$0.00 | \$0.00 |
| 102-500731 | Contracts for Program Services | 2022 | \$0.00 | \$15,000.00 | \$15,000.00 |
| | | Subtotal | \$0.00 | \$15,000.00 | \$15,000.00 |

| | | | | |
|--------------------------|------|-----------------------|--------------------|-----------------------|
| Grand Total SFY21 | 2021 | \$3,270,151.01 | \$0.00 | \$3,270,151.01 |
| Grand Total SFY22 | 2022 | \$3,221,777.01 | \$15,000.00 | \$3,236,777.01 |
| Total Contract | | \$6,491,928.02 | \$15,000.00 | \$6,506,928.02 |



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

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

This Amendment to the ServiceLink Aging and Disability Resource Center Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Partnership for Public Health, Inc. ("The Contractor").

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

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

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

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

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

\$899,967.94

- 2. Modify Exhibit B, Scope of Services by adding Section 2, Scope of Work, Subsection 2.1, ServiceLink Administrative Requirements, Paragraph 2.1.1, General Requirements, Subparagraph 2.1.1.3, Part 2.1.1.3.5, to read:

2.1.1.3.5 Accepting calls transferred from the ServiceLink general telephone line including:

2.1.1.3.5.1 Providing a minimum of forty (40) hours per week of ServiceLink general telephone line services Monday through Friday between the hours of 8:00 am and 5:00 pm;

2.1.1.3.5.3 Logging all received telephone calls, including:

2.1.1.3.5.2 Name of caller;

2.1.1.3.5.4 Time of call;

2.1.1.3.5.5 Telephone number of caller; and

2.1.1.3.5.6 The ServiceLink provider to whom the caller was referred.

2.1.1.3.5.4 Transferring calls to applicable ServiceLink provider; and

2.1.1.3.5.5 Responding to calls left on voicemail within one (1) business day from the time the call is received.

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

DS
TC



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

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

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

State of New Hampshire
Department of Health and Human Services

2/15/2022

Date

DocuSigned by:
Melissa Hardy
1333A24040DF498

Name: Melissa Hardy
Title: Director, DLTSS

Partnership for Public Health, Inc.

2/13/2022

Date

DocuSigned by:
Tamera Carmichael
26DA7E99D485460

Name: Tamera Carmichael
Title: Executive Director



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

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

OFFICE OF THE ATTORNEY GENERAL

2/16/2022

Date

DocuSigned by:

Robyn Guarino

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

Exhibit C-2 Amendment #2
Budget

New Hampshire Department of Health and Human Services

Contractor Name: Partnership for Public Health, Inc.

Budget Request for: RFA-2021-DLTSS-08-SERVI-05
ServiceLink Aging and Disability Resource Center Services

Budget Period: 7/1/21 - 6/30/22

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | |
|---|----------------------|---------------------|----------------------|--------------------------|-------------|----------------------|-------------------------------|---------------------|----------------------|
| | Direct | Indirect | Total | Direct | Indirect | Total | Direct | Indirect | Total |
| 1. Total Salary/Wages | \$ 340,812.00 | \$ 48,115.00 | \$ 388,927.00 | \$ 51,292.00 | \$ - | \$ 51,292.00 | \$ 289,520.00 | \$ 48,115.00 | \$ 337,635.00 |
| 2. Employee Benefits | \$ 69,407.00 | \$ 6,803.00 | \$ 76,210.00 | \$ 8,544.00 | \$ - | \$ 8,544.00 | \$ 60,863.00 | \$ 6,803.00 | \$ 67,666.00 |
| 3. Consultants | \$ 2,880.00 | \$ - | \$ 2,880.00 | \$ 2,880.00 | \$ - | \$ 2,880.00 | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ 181.20 | \$ - | \$ 181.20 | \$ 181.20 | \$ - | \$ 181.20 | \$ - | \$ - | \$ - |
| Rental | \$ 1,157.40 | \$ - | \$ 1,157.40 | \$ 322.40 | \$ - | \$ 322.40 | \$ 835.00 | \$ - | \$ 835.00 |
| Repair and Maintenance | \$ 2,664.60 | \$ - | \$ 2,664.60 | \$ 159.60 | \$ - | \$ 159.60 | \$ 2,505.00 | \$ - | \$ 2,505.00 |
| Purchase/Depreciation | \$ 351.80 | \$ - | \$ 351.80 | \$ 16.80 | \$ - | \$ 16.80 | \$ 335.00 | \$ - | \$ 335.00 |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 2,569.00 | \$ - | \$ 2,569.00 | \$ 210.00 | \$ - | \$ 210.00 | \$ 2,359.00 | \$ - | \$ 2,359.00 |
| 6. Travel | \$ 7,102.97 | \$ - | \$ 7,102.97 | \$ 2,600.00 | \$ - | \$ 2,600.00 | \$ 4,502.97 | \$ - | \$ 4,502.97 |
| 7. Occupancy | \$ 26,719.00 | \$ - | \$ 26,719.00 | \$ 5,454.00 | \$ - | \$ 5,454.00 | \$ 21,265.00 | \$ - | \$ 21,265.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 6,130.00 | \$ - | \$ 6,130.00 | \$ 713.00 | \$ - | \$ 713.00 | \$ 5,417.00 | \$ - | \$ 5,417.00 |
| Postage | \$ 1,284.00 | \$ - | \$ 1,284.00 | \$ 132.00 | \$ - | \$ 132.00 | \$ 1,152.00 | \$ - | \$ 1,152.00 |
| Subscriptions | \$ 575.00 | \$ - | \$ 575.00 | \$ 126.00 | \$ - | \$ 126.00 | \$ 449.00 | \$ - | \$ 449.00 |
| Audit and Legal | \$ 3,420.00 | \$ - | \$ 3,420.00 | \$ 1,034.00 | \$ - | \$ 1,034.00 | \$ 2,386.00 | \$ - | \$ 2,386.00 |
| Insurance | \$ 4,313.00 | \$ - | \$ 4,313.00 | \$ 1,006.00 | \$ - | \$ 1,006.00 | \$ 3,307.00 | \$ - | \$ 3,307.00 |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ 623.00 | \$ - | \$ 623.00 | \$ 97.00 | \$ - | \$ 97.00 | \$ 526.00 | \$ - | \$ 526.00 |
| 10. Marketing/Communications | \$ 5,680.00 | \$ - | \$ 5,680.00 | \$ 1,848.00 | \$ - | \$ 1,848.00 | \$ 3,832.00 | \$ - | \$ 3,832.00 |
| 11. Staff Education and Training | \$ 330.00 | \$ - | \$ 330.00 | \$ - | \$ - | \$ - | \$ 330.00 | \$ - | \$ 330.00 |
| 12. Subcontracts/Agreements | \$ 32,628.00 | \$ - | \$ 32,628.00 | \$ 32,580.00 | \$ - | \$ 32,580.00 | \$ 48.00 | \$ - | \$ 48.00 |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Meetings | \$ 3,875.00 | \$ - | \$ 3,875.00 | \$ 3,600.00 | \$ - | \$ 3,600.00 | \$ 275.00 | \$ - | \$ 275.00 |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 512,702.97 | \$ 54,918.00 | \$ 567,620.97 | \$ 112,796.00 | \$ - | \$ 112,796.00 | \$ 399,906.97 | \$ 54,918.00 | \$ 454,824.97 |

Indirect As A Percent of Direct

10.7%

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 PARTNERSHIP FOR PUBLIC HEALTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 21, 2005. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **534847**

Certificate Number: **0005668254**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of February A.D. 2022.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Trish Stafford hereby certify that:

(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Partnership For Public Health, Inc..
(Corporation/LLC Name)

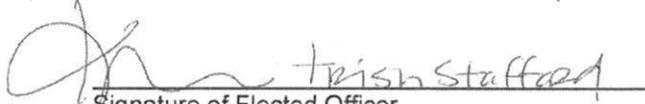
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October 22, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Tamera Carmichael, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

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

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

Dated: 2/11/2022



Signature of Elected Officer

Name: Trish Stafford

Title: Board of Directors President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2022

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

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

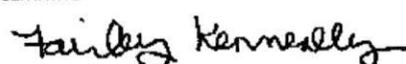
| | | | |
|---|--|---|--|
| PRODUCER E & S Insurance Services LLC 21 Meadowbrook Lane P O Box 7425 Gilford NH 03247-7425 | | CONTACT NAME: Eleanor Spinazzola PHONE (A/C, No, Ext): (603) 293-2791 E-MAIL ADDRESS: Eleanorspinazzola@esinsurance.net FAX (A/C, No): (603) 293-7188 | |
| INSURED Partnership for Public Health, Inc. 67 Water Street, Suite 105 Laconia NH 03246 | | INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Co NAIC # 42376 INSURER B: Wesco Insurance Co 25011 INSURER C: Twin City Fire Insurance Co 29459 INSURER D: United States Fire Insurance Co. INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 22 **REVISION NUMBER:**

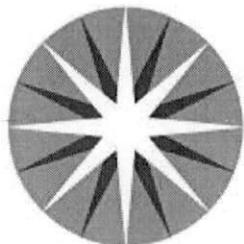
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | TPP1721339 | 03/10/2022 | 03/10/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liability- \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | TPP1721339 | 03/10/2022 | 03/10/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | WUM1956060 | 03/10/2022 | 03/10/2023 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 04WECRJ0009 | 01/01/2022 | 01/01/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Accident/Health | | | US1379272 | 03/10/2022 | 03/10/2023 | |

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

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

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Partnership for Public Health

Mission Statement

*To improve the health and well being of the region
through inter-organizational collaboration and
community and public health improvement
activities*

**Partnership for Public Health, Inc.
Formerly known as Lakes Region Partnership for
Public Health, Inc.**

Financial Statements

June 30, 2020 and 2019

and

Independent Auditor's Report

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH
FINANCIAL STATEMENTS
June 30, 2020 and 2019

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

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Partnership for Public Health, Inc.
Formerly known as Lakes Region Partnership for Public Health, Inc.

Report on the Financial Statements

We have audited the accompanying financial statements of Partnership for Public Health, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2020 and 2019, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Partnership for Public Health, Inc. as of June 30, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Vashon Clukay & Company PC

Manchester, New Hampshire
December 22, 2020

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Financial Position
June 30, 2020 and 2019

| | <u>2020</u> | <u>2019</u> |
|--|---------------------|---------------------|
| ASSETS | | |
| CURRENT ASSETS: | | |
| Cash | \$ 304,433 | \$ 103,502 |
| Cash, restricted | 1,127,389 | 3,143,898 |
| Contracts receivable | 247,731 | 210,239 |
| Prepaid expenses | 15,624 | 11,168 |
| TOTAL CURRENT ASSETS | <u>1,695,177</u> | <u>3,468,807</u> |
| PROPERTY AND EQUIPMENT: | | |
| Leasehold improvements | 4,561 | 4,561 |
| Furniture and equipment | 14,510 | 14,510 |
| | 19,071 | 19,071 |
| Less accumulated depreciation | <u>(18,103)</u> | <u>(17,741)</u> |
| PROPERTY AND EQUIPMENT, NET | <u>968</u> | <u>1,330</u> |
| OTHER NONCURRENT ASSETS: | | |
| Investments | 105,223 | 102,528 |
| Investments, restricted | 180,584 | 305,362 |
| Investment in LLC | 968 | 1,334 |
| Deposit | 2,981 | 2,981 |
| TOTAL OTHER NONCURRENT ASSETS | <u>289,756</u> | <u>412,205</u> |
| TOTAL ASSETS | <u>\$ 1,985,901</u> | <u>\$ 3,882,342</u> |
| LIABILITIES AND NET ASSETS | | |
| CURRENT LIABILITIES: | | |
| Accounts payable | \$ 273,293 | \$ 360,403 |
| Accrued payroll | 47,122 | 41,533 |
| Accrued compensated absences | 34,340 | 30,763 |
| Accrued other expenses | 35,368 | 20,140 |
| Refundable advances from contractors | 811,569 | 2,981,016 |
| Fiduciary funds | 2,120 | 3,253 |
| Current portion of SBA note payable | 95,085 | - |
| TOTAL CURRENT LIABILITIES | <u>1,298,897</u> | <u>3,437,108</u> |
| NONCURRENT LIABILITIES: | | |
| SBA note payable, less current portion | <u>121,115</u> | <u>-</u> |
| TOTAL NONCURRENT LIABILITIES | <u>121,115</u> | <u>-</u> |
| TOTAL LIABILITIES | <u>1,420,012</u> | <u>3,437,108</u> |
| NET ASSETS: | | |
| Without donor restrictions: | | |
| Undesignated | 368,222 | 351,356 |
| With donor restrictions: | | |
| Purpose restrictions | <u>197,667</u> | <u>93,878</u> |
| TOTAL NET ASSETS | <u>565,889</u> | <u>445,234</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 1,985,901</u> | <u>\$ 3,882,342</u> |

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Activities
For the Years Ended June 30, 2020 and 2019

| | <u>2020</u> | <u>2019</u> |
|--|--------------------------|--------------------------|
| CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS | | |
| SUPPORT AND REVENUE: | | |
| Contributions | \$ 11,461 | \$ 10,682 |
| In-kind support | 50,345 | 53,195 |
| Federal funds | 2,140,533 | 1,674,127 |
| State funds | 1,859,836 | 1,267,823 |
| Private grants and awards | 42,086 | 32,963 |
| Special events | 1,871 | 2,494 |
| Agent fees | 143,025 | 142,698 |
| Miscellaneous income | 856 | 1,507 |
| Interest income | 34,876 | 40,388 |
| Net assets released from donor restrictions | <u>88,970</u> | <u>91,369</u> |
| TOTAL SUPPORT AND REVENUE WITHOUT DONOR RESTRICTIONS | <u>4,373,859</u> | <u>3,317,246</u> |
| EXPENSES: | | |
| Program services | 4,108,596 | 3,062,731 |
| Supporting services: | | |
| Management and general | 239,670 | 226,062 |
| Fundraising and development | <u>8,727</u> | <u>3,962</u> |
| Total supporting services | <u>248,397</u> | <u>230,024</u> |
| TOTAL EXPENSES | <u>4,356,993</u> | <u>3,292,755</u> |
| INCREASE IN NET ASSETS WITHOUT DONOR RESTRICTIONS | <u>16,866</u> | <u>24,491</u> |
| CHANGES IN NET ASSETS WITH DONOR RESTRICTIONS | | |
| Contributions | 1,355 | 2,945 |
| Federal funds | 110,904 | |
| Private grants and awards | 80,500 | 82,202 |
| Net assets released from donor restrictions | <u>(88,970)</u> | <u>(91,369)</u> |
| INCREASE (DECREASE) IN NET ASSETS WITH DONOR RESTRICTIONS | <u>103,789</u> | <u>(6,222)</u> |
| CHANGE IN NET ASSETS | 120,655 | 18,269 |
| NET ASSETS, JULY 1 | <u>445,234</u> | <u>426,965</u> |
| NET ASSETS, JUNE 30 | <u>\$ 565,889</u> | <u>\$ 445,234</u> |

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2020

| | Program Services | <u>Supporting Services</u> | | Total Supporting Services | Total Expenses |
|---------------------------------------|---------------------|------------------------------|-----------------|---------------------------------|---------------------|
| | | Management and General | Fundraising | | |
| SALARIES AND RELATED EXPENSES: | | | | | |
| Salaries | \$ 758,527 | \$ 194,131 | \$ 8,171 | \$ 202,302 | \$ 960,829 |
| Employee benefits | 84,197 | 8,754 | - | 8,754 | 92,951 |
| Payroll taxes | 56,681 | 13,590 | 548 | 14,138 | 70,819 |
| | <u>899,405</u> | <u>216,475</u> | <u>8,719</u> | <u>225,194</u> | <u>1,124,599</u> |
| OTHER EXPENSES: | | | | | |
| Contract services | 59,894 | 11,925 | - | 11,925 | 71,819 |
| Contract and grant subcontractors | 2,905,886 | - | - | - | 2,905,886 |
| Discretionary funds | 3,542 | - | - | - | 3,542 |
| Insurance | 8,227 | 3,680 | - | 3,680 | 11,907 |
| Occupancy | 58,512 | 2,425 | - | 2,425 | 60,937 |
| Operations | 55,347 | 1,119 | - | 1,119 | 56,466 |
| Supplies | 46,237 | 450 | - | 450 | 46,687 |
| Travel and meetings | 71,361 | 1,776 | - | 1,776 | 73,137 |
| Miscellaneous | 185 | 1,458 | 8 | 1,466 | 1,651 |
| Depreciation | - | 362 | - | 362 | 362 |
| Total | <u>\$ 4,108,596</u> | <u>\$ 239,670</u> | <u>\$ 8,727</u> | <u>\$ 248,397</u> | <u>\$ 4,356,993</u> |

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statement of Functional Expenses
For the Year Ended June 30, 2019

| | | <u>Supporting Services</u> | | | |
|---------------------------------------|-------------------------|-------------------------------|--------------------|----------------------------------|-----------------------|
| | <u>Program Services</u> | <u>Management and General</u> | <u>Fundraising</u> | <u>Total Supporting Services</u> | <u>Total Expenses</u> |
| SALARIES AND RELATED EXPENSES: | | | | | |
| Salaries | \$ 821,401 | \$ 176,855 | \$ 3,282 | \$ 180,137 | \$ 1,001,538 |
| Employee benefits | 92,610 | 9,219 | - | 9,219 | 101,829 |
| Payroll taxes | 61,095 | 13,328 | 210 | 13,538 | 74,633 |
| | <u>975,106</u> | <u>199,402</u> | <u>3,492</u> | <u>202,894</u> | <u>1,178,000</u> |
| OTHER EXPENSES: | | | | | |
| Contract services | 63,790 | 14,107 | - | 14,107 | 77,897 |
| Contract and grant subcontractors | 1,767,075 | - | - | - | 1,767,075 |
| Discretionary funds | 6,000 | - | - | - | 6,000 |
| Insurance | 7,174 | 4,977 | - | 4,977 | 12,151 |
| Fundraising | - | - | 50 | 50 | 50 |
| Occupancy | 59,515 | 14 | - | 14 | 59,529 |
| Operations | 66,012 | 2,552 | 360 | 2,912 | 68,924 |
| Supplies | 31,908 | 608 | - | 608 | 32,516 |
| Travel and meetings | 84,728 | 2,240 | - | 2,240 | 86,968 |
| Miscellaneous | 1,423 | 1,800 | 60 | 1,860 | 3,283 |
| Depreciation | - | 362 | - | 362 | 362 |
| Total | <u>\$ 3,062,731</u> | <u>\$ 226,062</u> | <u>\$ 3,962</u> | <u>\$ 230,024</u> | <u>\$ 3,292,755</u> |

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
Formerly known as Lakes Region Partnership for Public Health, Inc.
Statements of Cash Flows
For the Years Ended June 30, 2020 and 2019

| | <u>2020</u> | <u>2019</u> |
|---|---------------------|---------------------|
| CASH FLOWS FROM OPERATING ACTIVITIES: | | |
| Change in net assets | \$ 120,655 | \$ 18,269 |
| Adjustments to Reconcile Increase in Net Assets to to Net Cash Used by Operating Activities: | | |
| Depreciation | 362 | 362 |
| Change in assets and liabilities: | | |
| Contracts receivable | (37,492) | (101,175) |
| Prepaid expenses | (4,456) | 8,272 |
| Deposit | - | 255 |
| Accounts payable | (87,110) | 81,582 |
| Accrued liabilities | 24,394 | (4,855) |
| Refundable advances from contractors | (2,169,447) | (292,813) |
| Fiduciary passthrough | (1,133) | (6,589) |
| Net Cash (Used) by Operating Activities | <u>(2,154,227)</u> | <u>(296,692)</u> |
| CASH FLOWS FROM INVESTING ACTIVITIES: | | |
| Proceeds from investments | 129,310 | - |
| Purchase of investments | <u>(6,861)</u> | <u>(7,657)</u> |
| Net Cash Provided (Used) by Investing Activities | <u>122,449</u> | <u>(7,657)</u> |
| CASH FLOWS FROM FINANCING ACTIVITIES: | | |
| Proceeds from note payable | <u>216,200</u> | <u>-</u> |
| Net Cash Provided for Financing Activities | <u>216,200</u> | <u>-</u> |
| Net Decrease in Cash | (1,815,578) | (304,349) |
| Cash, beginning of year | <u>3,247,400</u> | <u>3,551,749</u> |
| Cash, ending of year | <u>\$ 1,431,822</u> | <u>\$ 3,247,400</u> |
| Supplemental Disclosures: | | |
| In-kind donations received | \$ 50,345 | \$ 53,195 |
| In-kind expenses | <u>(50,345)</u> | <u>(53,195)</u> |
| | <u>\$ -</u> | <u>\$ -</u> |

See notes to financial statements

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2020 and 2019

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

Partnership for Public Health, Inc., formerly known as Lakes Region Partnership for Public Health, Inc., (the Entity) was organized on May 21, 2005 to improve the health and well-being of the Lakes Region through inter-organizational collaboration and community and public health improvement activities.

Accounting Policies

The accounting policies of the Entity conform to accounting principles generally accepted in the United States of America as applicable to nonprofit entities, except as indicated hereafter. The following is a summary of significant accounting policies.

Basis of Presentation

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

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor or certain grantor restrictions. These net assets may be used at the discretion of management and the Entity's Board of Directors.

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

Recognition of Donor Restrictions

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

Basis of Accounting

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

**PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

For the Years Ended June 30, 2020 and 2019

Revenues from program services are recorded when earned. Other miscellaneous revenues are recorded upon receipt.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand and other cash accounts with a maturity of 90 days or less. For purposes of the Statements of Cash Flows, cash and cash equivalents consist of the following:

| | <u>2020</u> | <u>2019</u> |
|--|---------------------|---------------------|
| As presented on the Statements of Financial Position - | | |
| Cash | \$ 304,433 | \$ 103,502 |
| Cash, restricted | <u>1,127,389</u> | <u>3,143,898</u> |
| | <u>\$ 1,431,822</u> | <u>\$ 3,247,400</u> |

Restricted Cash and Investments

Restricted cash and investments consist of advanced funding received from the State of New Hampshire for the Integrated Delivery Network (IDN), donor restricted contributions and fiduciary funds.

Investments

Investments, which consist principally of certificates of deposit with terms of one to three years, are carried at their approximate market value at June 30, 2020.

Property and Equipment

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

| | <u>Years</u> |
|-------------------------|--------------|
| Leasehold improvements | 10-15 |
| Furniture and equipment | 5-15 |

Depreciation expense was \$362 for the years ended June 30, 2020 and 2019, respectively.

Compensated Absences

Employees of the Entity working full-time, and part-time employees working at least 20 hours per week, are entitled to paid time off (PTO). PTO is earned from the first day of work. A maximum of 160 hours can be earned based on years of service while 80 hours can be carried over and accumulated to the next year. Accumulated PTO is payable upon termination of employment with proper notice. The Entity accrues accumulated PTO wages accordingly. During fiscal year 2020, due to the pandemic, employees were allowed to carry over an additional 40 hours of accrued PTO.

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2020 and 2019

Donated Services, Materials and Facilities

The Entity receives significant volunteer time and efforts. The value of these volunteer efforts, while critical to the success of its mission, is not reflected in the financial statements since it does not meet the criteria necessary for recognition according to generally accepted accounting principles. Donated facilities, supplies, equipment and staff support are recorded as "In-kind" contributions if the services (a) create or enhance nonfinancial assets or (b) require specialized skills, are performed by people with those skills, and would otherwise be purchased by the Entity. Donated goods and professional services are recorded as both revenues and expenses at estimated fair value, see Note 10 for additional information.

Functional Allocation of Expenses

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

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Accordingly, certain indirect costs have been allocated among the programs and supporting services benefited, based primarily on percentage allocations calculated based on hours worked (time and effort). The expenses that are allocated include salaries, payroll taxes, employee benefits, office supplies, fundraising, operations, and insurance, which are all allocated on the basis of time and effort, as noted previously. In addition, there are some indirect costs which are allocated based on square footage or as a percentage of total expenses.

Bad Debts

The Entity uses the reserve method for accounting for bad debts. No allowance has been recorded as of June 30, 2020 and 2019, because management of the Entity believes that all outstanding receivables are fully collectible.

Estimates

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

Income Taxes

The Entity is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is also exempt from State of New Hampshire income taxes and, therefore, has made no provision for Federal or State income taxes. In addition, the Entity has been determined by the Internal Revenue Service not to be a "Private Foundation" within the meaning of Section 509(a) of the Code. The Entity is annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. FASB Accounting Standards Codification Topic 740 entitled *Accounting for Income Taxes* requires the Entity to report uncertain tax positions for financial reporting purposes. The Entity had no uncertain tax positions as of June 30, 2020 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements.

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2020 and 2019

Fair Value of Financial Instruments

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

Change in Accounting Principle

The Entity has adopted FASB Accounting Standards Update (ASU) No. 2018-08 *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, which is meant to assist entities in evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions), or as exchange (reciprocal) transactions, and determining whether a contribution is conditional. Adoption of ASU 2018-08 was required for financial statements issued for fiscal years beginning after December 15, 2018, accordingly the Entity has adopted the new guidance as of July 1, 2019. The amendments in ASU 2018-08 are applicable only to the portions of revenue or expense not previously recognized, and therefore have no impact on prior period results or on opening balances of net assets.

NOTE 2—LIQUIDITY AND AVAILABILITY

The Entity regularly monitors the availability of resources required to meet its operating needs and other contractual commitments. Cash reserves in excess of daily operational needs are invested in certificates of deposit to maximize investment return while maintaining safety and liquidity.

The following table reflects the Entity's financial assets as of June 30, 2020 and 2019, reduced by amounts that are not available to meet general expenditures within one year of the statement of financial position date because of donor restrictions.

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

| | <u>2020</u> | <u>2019</u> |
|---|-------------------|-------------------|
| Cash | \$ 1,431,822 | \$ 3,247,400 |
| Investments | 285,807 | 407,980 |
| Contracts receivable | <u>247,731</u> | <u>210,239</u> |
| Total Financial Assets | 1,965,360 | 3,865,619 |
| Less: | | |
| Obligations from contractor restricted funds | (296,618) | (371,033) |
| Net assets with donor restrictions | (197,667) | (93,878) |
| Refundable advances from contractors | (811,569) | (2,981,016) |
| Fiduciary funds | <u>(2,120)</u> | <u>(3,253)</u> |
| Financial Assets Available to Meet Cash Needs for General Expenditures Within One Year | <u>\$ 657,386</u> | <u>\$ 416,439</u> |

**PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2020 and 2019**

In the event of an unanticipated liquidity need, the Entity also could draw upon \$125,000 of its available line of credit, as further discussed in Note 6.

NOTE 3—CONCENTRATION OF CREDIT RISK

The Entity maintains bank deposits at local financial institutions located in New Hampshire. The Entity’s demand deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to a total of \$250,000. As of June 30, 2020 and 2019, all of the Entity’s bank deposits were fully insured.

NOTE 4—INVESTMENT IN LLC

In January 2016, the Entity became a member of a newly established limited liability corporation, Community Health Services Network, LLC (“CHSN”), to support the enhancement of behavioral health services integration in the region. The Entity will provide financial and administrative services to CHSN.

NOTE 5—REFUNDABLE ADVANCES FROM CONTRACTORS

Refundable advances from contractors of \$811,569 and \$2,981,016 as of June 30, 2020 and 2019, respectively, represents unearned grant revenue on contracts from various funding agencies.

NOTE 6—LINE OF CREDIT

The Entity has a \$125,000 line of credit with Bank of New Hampshire. The interest rate for the credit line was 5.25% at June 30, 2020, and 7.50% at June 30, 2019. The interest rate is based on the Wall Street Journal Prime Rate as published in the Wall Street Journal. At June 30, 2020 and 2019, the balance on the line of credit was \$0.

NOTE 7—SBA NOTE PAYABLE

At June 30, 2020 and 2019, the SBA note payable consists of the following:

| | <u>2020</u> | <u>2019</u> |
|--|-------------------|-------------|
| \$216,200 unsecured note payable, payable in 18 monthly installments of \$12,167 including interest at 1.00% beginning November 24, 2020 through April 24, 2022. The balance of the note is payable in full with all accrued interest on May 28, 2022. | <u>\$ 216,200</u> | <u>\$ -</u> |

The above SBA note payable is based upon an executed loan agreement that allows for principal forgiveness in whole or part upon satisfaction of certain criteria. The Entity believes all criteria will be successfully met and does not anticipate repayment of principal at this time. Following are the maturities of the SBA note payable as of June 30, 2020:

| Year Ending | <u>Amount</u> |
|-----------------|-------------------|
| <u>June 30,</u> | |
| 2021 | \$ 95,085 |
| 2022 | 121,115 |
| | <u>\$ 216,200</u> |

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)

For the Years Ended June 30, 2020 and 2019

The SBA note payable was obtained under the Payroll Protection Program. As noted above, the Entity may apply for principal forgiveness in whole or in part by the Small Business Administration under the CARES Act once certain eligibility criteria have been met. Any note balance remaining following forgiveness will be due in minimum monthly payments under the repayment terms detailed above.

NOTE 8—NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions consist of the following donor restricted funding at June 30, 2020 and 2019:

| | <u>2020</u> | <u>2019</u> |
|--|-------------------|------------------|
| Family Caregivers Network | \$ 294 | \$ 2,866 |
| ServiceLink | 7,885 | 7,749 |
| Volunteer CERT | 1,477 | 1,477 |
| N4A | | 1,006 |
| CERT | 20,622 | 18,968 |
| NH Charitable Foundation | 39,304 | 12,185 |
| Tufts Momentum | | 6,033 |
| DSRIP Incentive | 18,114 | 8,486 |
| Endowment for Health | | 12,000 |
| CHSN - Public Health Officer | 88,937 | |
| Other | 21,034 | 23,108 |
| Total Net Assets with Donor Restrictions | <u>\$ 197,667</u> | <u>\$ 93,878</u> |

NOTE 9—CONCENTRATION OF REVENUE RISK

The Entity's primary source of revenues is fees and grants received from the State of New Hampshire and directly from the federal government. During the years ended June 30, 2020 and 2019, the Entity recognized revenue of \$4,000,369 (89.3%) and \$2,941,950 (88.7%), respectively, from fees and grants from governmental agencies. Revenue is usually recognized as earned under the terms of the grant contracts and is received on a cost reimbursement basis. However, in the years ended June 30, 2020 and June 30, 2019, the Entity received \$1.1 million and \$1.8 million, respectively, in performance payments on a five-year, \$12.8 million governmental contract waiver to enhance behavioral health integration in the region. This revenue is anticipated to be recognized over a five-year period through fiscal year 2021, dependent on the receipt of State matching funds, achievement of performance metrics and other criteria. Other support originates from other program services, contributions, in-kind donations, and other income.

NOTE 10—LEASE COMMITMENTS

The Entity entered into a lease for office space located in Tamworth, NH with monthly lease payments of \$1,008 through December 2019. The lease was renewed through June 30, 2021 with payments of \$1,068 through June 2021. Lease expense for the years ended June 30, 2020 and June 30, 2019 were \$12,336 and \$12,483, respectively.

The Entity also has two leases for office spaces in Laconia, NH. The first lease has monthly payments of \$2,147 through August 31, 2019. An updated agreement was entered into with required payments of \$2,185 through August 31, 2020. The second lease for additional office space was entered into on

PARTNERSHIP FOR PUBLIC HEALTH, INC.
FORMERLY KNOWN AS LAKES REGION PARTNERSHIP FOR PUBLIC HEALTH, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 For the Years Ended June 30, 2020 and 2019

June 1, 2018. Under the terms of the agreement, monthly payments will be \$780 per month through May 2019. The updated agreement effective June 1, 2019 reflects payments of \$795 through May 2020 and was extended at the same terms through May 2021. Lease expense for the years ended June 30, 2020 and June 30, 2019 for these two leases was \$35,765 and \$35,013, respectively.

The following is a schedule, by years, of the future minimum payments for operating leases:

| Year Ended <u>June 30,</u> | Annual <u>Lease Commitments</u> |
|-------------------------------|------------------------------------|
| 2021 | \$ 43,597 |
| 2022 | <u>3,532</u> |
| | <u>\$ 47,129</u> |

NOTE 11—DONATED SERVICES, MATERIALS AND FACILITIES

The Entity receives various donated services, materials and facilities. For the years ended June 30, 2020 and 2019, there has been \$50,345 and \$53,195, respectively, of in-kind donations recognized as revenue. The following amounts of these donations have been included as functional expenses in these financial statements as follows:

| | <u>2020</u> | <u>2019</u> |
|-----------------------------------|------------------|------------------|
| Supplies | \$ 1,983 | \$ 2,241 |
| Contract services | 33,460 | 34,132 |
| Occupancy | - | 600 |
| Travel and meetings | 1,500 | 3,450 |
| Operations | 10,950 | 10,950 |
| Contract and grant subcontractors | <u>2,452</u> | <u>1,822</u> |
| | <u>\$ 50,345</u> | <u>\$ 53,195</u> |

NOTE 12—CONTINGENCIES

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

NOTE 13—SUBSEQUENT EVENTS

The Entity entered into a copier lease in November 2020 for 60 months with monthly payments of \$495, including interest.

Subsequent events have been evaluated through December 22, 2020, which is the date the financial statements were available to be issued.

Partnership for Public Health, Inc.

| Board Matrix December 2020 | Profession | City/Town-Live-work |
|-----------------------------|--|---------------------|
| 1. Sandi Moore- Beinoras | Psychiatric Nurse -Private Practice | [REDACTED] |
| 2 Rich Crocker | Retired CEO, Lakes Region Community Services | [REDACTED] |
| 3. Trish Stafford, Pres | Town Manager - Sanbornton | [REDACTED] |
| 4 Maureen MacDonald | DHHS Public Health Nurse | [REDACTED] |
| 5. Susanne Chisholm, Sec | Attorney, Partner | [REDACTED] |
| 6 Lisa Dupuis, VP | CEO, Central NH VNA and Hospice | [REDACTED] |
| 7. Brian Lamontagne, Treas. | FSB Branch Manager, Gilford | [REDACTED] |
| 8. Sarah Stanley | NH Veteran's Home, Marketing Specialist | [REDACTED] |
| 9. Lisa Garcia | Registered Dietitian - business owner | [REDACTED] |
| 10. Michelle Lennon | CRSW, Executive Director - Greater Tilton Family Resource Center | [REDACTED] |
| 11. Sandra VanGundy | BS, EdD, RN, CPHQ; LRGH Director Quality and Population Health | [REDACTED] |
| 12. Margaret Franckhauser | MS, MPH, RN; JSI Director of Aging Services | [REDACTED] |

Marie L. Tule, CPA, MSA
MTule@ppnh.org

Educational Experience

CPA –continuing professional education – 40 hours annually

Bentley University – MS in Accountancy

University of Vermont – BA degree

Work Experience

Partnership for Public Health, Laconia, NH 2013 – Current
Finance Director

- Prepare and analyze monthly financial statements
- Develop budgets and forecasts, and manage cash flow
- Responsible for contract billing and reporting
- Responsible for annual financial statement and compliance audits
- Update and implement financial accounting internal controls
- Supervise accounting staff.

Melanson Heath & Company, PC, Nashua, NH 1994 – 2013
Manager

- Planned, supervised, and prepared audited GAAP financial statements and federal compliance reports for nonprofit and commercial clients.
- Performed financial statement and data analytics, reconciled general ledger accounts, prepared audit schedules and adjusting entries.
- Documented accounting systems, evaluated client internal controls, and prepared management letters of recommendations.
- Proficient in Microsoft Excel, Word, PowerPoint, QuickBooks, and Fixed Asset software.
- Conducted presentations to Boards and audit committees of financial statements and compliance audit results.

Price Waterhouse Coopers, LLP, Manchester, NH 1989 – 1994
Senior Accountant

- Planned, supervised, and performed audits, reviews, and compilations of financial statements.
- Clients included manufacturing, financial, and higher educational institutions.
- Performed Federal compliance (A-133) audits of sponsored research programs.

The Donoghue Organization, Holliston, MA 1986 – 1988
Controller/Financial Analyst

- Prepared and analyzed monthly financial statements for newsletter publishing company.

Tamera S. Carmichael

SUMMARY

A Proven program administrator with 29 years of experience developing effective social support programs. Secured over \$1.4 million in program funding to rectify the social detriments of health for underserved families and individuals. Served on over 15 boards and coalitions to establish inter-organizational partnerships and foster community collaboration. Supervised 5 diverse programs with 25 team members to create and implement holistic public policies.

EDUCATION

University of South Florida
Tampa, FL
Bachelor of Arts in Sociology
1988

Saint Petersburg College
Clearwater, FL
Associate of Arts Degree
1986

PROFESSIONAL EXPERIENCE

State of Florida Department of Health Gainesville, FL

Program Development Administrator 2008 – Present

Responsible for development and management of 5 public health programs whose budgets exceed \$2 million Establish and monitor contracts for North Central Florida Health Department Consortium

- Effective management and development of 25 diverse employees, interns, and volunteers
- Over 8 years member of CHIP/CHA Steering Committee and Performance Management Council

Bay Area Bail Bonds & Investigations, Inc. Clearwater, FL

Owner/Operator 2001 –2008

- Qualified and wrote more than \$2 million monthly in commercial bail indemnities
- Managed 9 employees of diverse backgrounds as well as payroll, accounts receivable, and accounts payable
- Served as Secretary of the Pinellas County Bail Bond Association
- Used investigation techniques and critical analytical skills to locate and retrieve delinquent sureties

Mease Manor Inc. Dunedin, FL

Social Services Director 1998 – 2001

- ☞ Monitored compliance and documentation per State and Federal Regulations in a long-term care facility
- ☞ Established interdepartmental plans of care for residents and supervised multiple employees of diverse backgrounds and responsibilities
- ☞ Inaugural winner of the Florida Healthcare Association's Social Service Worker of the Year award
- ☞ Established family/caregiver support group
- ☞ Collaborated with community services to provide quality care and ensure psychosocial well-being of residents and responsible parties

Highland Pines Nursing Manor Clearwater, FL

Social Services Director 1995 – 1998

- ☞ Monitored compliance and documentation per State and Federal Regulations in a long-term care facility
- ☞ Established interdepartmental plans of care for residents and supervised multiple employees of diverse backgrounds and responsibilities
- ☞ Coordinated quality care and psychosocial well-being for residents and responsible parties

Suncoast Hospital Largo, FL

Patient Service Coordinator I 1993 – 1995

- ☞ Monitored compliance and documentation per State and Federal Regulations in a skilled nursing and acute care facilities
- ☞ Provided individualized discharge planning and interdepartmental coordination for patients
- ☞ On-call rotation as Patient Service Coordinator for all hospital departments (surgery, Maternity, ICU, etc.)

Family Resources, Inc. St. Petersburg, FL

Youth Care Worker III 1990 – 1993

- ☞ Care and Supervision of children 9-18 years old in a crisis/runaway shelter, phone crisis counsel
- ☞ Supervised staff and volunteers, recruited and trained volunteers, marketing and fund raising
- ☞ Interfaced with law enforcement, child protective services, and victims' advocates
- ☞ Supervised visits with parents and children
- ☞ Completed necessary documentation for a non-profit organization per guidelines

LICENSURE AND CERTIFICATIONS

State of Florida

Notary Public

Florida Certified

Contract Manager

State Certified Contract Administrator

SKILLS

Soft: Program Development, Employee Recruitment and Empowerment, Community Collaboration, Effective Communication, Public Speaking, Strategic Planning, and Quality Improvement

Hard: Microsoft Office Suite, Proprietary Software, Database Management, Financial Management, Regulatory Compliance, Contract Administration, and Grant Writing

CARISSA ELPHICK

EDUCATION

University of New Hampshire, Durham, New Hampshire

September 2013

Master of Arts Degree in Justice Studies, (Graduating GPA: 3.92)

Saint Joseph's College of Maine, Standish, Maine

May 2011

Bachelor of Arts Degree in Psychology with Summa Cum Laude Honors (Graduating GPA: 3.90)

EXPERIENCE

Partnership for Public Health, Laconia, NH

Director, ServiceLink Resource Center

May 2017- Present

- Responsible for all deliverables associated with ServiceLink Resource Center program, a contract of Bureau of Elderly and Adult Services to include Options Counseling, NH Family Caregiver Program, State Health Insurance Assistance Program, and Veteran-Directed Program. Oversight of two locations in both Belknap and Carroll County;
- Direct supervision of seven employees to include designing and facilitating professional development plans;
- Participated in the development of agency strategic plan and serve as agency lead of all activities related to healthy aging on both a local and statewide level;
- Member of the Winnepesaukee Public Health Council and Carroll County Coalition for Public Health and facilitate a regional collaborative of stakeholders responsible for the goals and objectives in the Community Health Improvement Plan relating to healthy aging;
- Facilitate regional NH CarePath meeting, a statewide and regional partnership dedicated to coordinated access for long term supports and services;
- Assist with agency strategic marketing, communication, sustainability, and development plans to include grant writing.

Long Term Support Counselor/Care Transitions Specialist

December

2014 - May 2017

- Perform person- centered options counseling to connect individuals to long term supports and services;
- Screen for eligibility and assist consumers with applications for assistance for state benefits, housing, other community resources;
- Certified State Health Insurance Assistance Program (SHIP) Counselor assisting clients with Medicare related questions and enrollments in cost-saving programs to include assisting low-income individuals and those living in rural locations;
- Assistance with discharge planning and provide follow-up after discharge for high risk patients at Lakes Region General Hospital in order to reduce readmission rates;
- Created and facilitate community wrap-around team consisting of mental health, law enforcement, fire/EMS, healthcare, and social services.

Merrimack County Advocacy Center, Concord, New Hampshire

Program Assistant/Forensic Interviewer

May 2013-

November 2014

- Coordinate a multidisciplinary team of 29 law enforcement agencies, child protective service workers, crisis center advocates, prosecutors, mental health professionals, and medical professionals to include facilitating team meetings and case review;

- Coordinate, schedule, and conduct forensic interviews of victims of child abuse and adult sexual assault;
- Creation, coordination, and implementation of outreach and prevention projects;
- Assist in agency sustainability through fundraising and community relationship building.

State of New Hampshire Judicial Branch, Franklin, New Hampshire

Court Assistant II

January

2012-July 2012

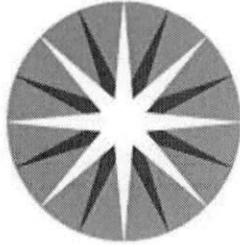
- Daily docketing of incoming law enforcement complaints and judicial mail;
- Scheduling hearings and case management on all adoptions, name changes, minor guardianships, and trusts

OTHER NOTABLE EXPERIENCE

- ***Home and Community Based Services Conference***
August 26, 2019
Presenter
- ***ALS Association of Northern New England Annual Conference***
November 2018
Presenter
- ***Leadership Lakes Region***
Class of 2017
- ***State Health Insurance Assistance Program – Program Specialist Certification***
2016
- ***NH Public Health Association***
November 15, 2016
Presenter
- ***Person-Centered Thinking and Options Counseling Certifications***
September 2016
- ***Certified Resource Specialist for Aging/ Disability (CIRS A/D)***
May 2015
- ***Forensic Interviewer Training***

National Children’s Alliance
February 2014
- ***Team Facilitator Training***
Presented by Northeast Regional Children’s Advocacy Center
November 2013
- ***Forensic Interviewer Training***

Presented by Granite State Children’s Alliance
May 2013



Partnership for Public Health

Key Personnel – State Fiscal Year 2020-2021

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|--------------------------|-----------------------------|-----------------|----------------------------------|---------------------------------------|
| Tamera Carmichael | Executive Director | \$80,000 | 31% | \$25,429 |
| Marie Tule | Finance Director | \$74,641 | 17% | \$13,183 |
| Carissa Elphick | ServiceLink Director | \$53,174 | 60% | \$32,085 |
| | | | | |
| | | | | |
| | | | | |

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

Lori A. Shiblette
 Commissioner

Deborah D. Scheetz
 Director

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

December 31, 2020

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

INFORMATIONAL ITEM

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

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

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

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

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

See attached fiscal details

EXPLANATION

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

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

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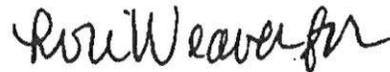
protective supplies such as portable free standing sneeze guards, wall mounted hand sanitizers, face masks, and face shields in order to provide services safely during the current COVID-19 State of Emergency.

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

Area served: Statewide.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET
SFY21-22**

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

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

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

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

| Class/Account | Class Title | State Fiscal Year | Current Modified Budget | Increased (Decreased) Amount | Revised Modified Budget |
|---------------|--------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 102-500734 | Contracts for Program Services | 2021 | \$182,367.93 | \$960.00 | \$183,327.93 |
| 545-500387 | I & R Contracts | 2021 | \$11,009.79 | \$0.00 | \$11,009.79 |
| 570-500928 | Family Caregiver | 2021 | \$27,000.00 | \$0.00 | \$27,000.00 |
| 102-500734 | Contracts for Program Services | 2022 | \$182,367.93 | \$0.00 | \$182,367.93 |
| 545-500387 | I & R Contracts | 2022 | \$11,009.79 | \$0.00 | \$11,009.79 |
| 570-500928 | Family Caregiver | 2022 | \$27,000.00 | \$0.00 | \$27,000.00 |
| | | Subtotal | \$440,755.44 | \$960.00 | \$441,715.44 |

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

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

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

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

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

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

Lakes Region Partnership for Public Health (Vendor # 165635)

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

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

Monadnock Collaborative (Vendor # 159303)

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

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

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

| | | | |
|-------------------|-----------------------|--------------------|-----------------------|
| Total 9565 | \$6,043,214.02 | \$12,000.00 | \$6,055,214.02 |
|-------------------|-----------------------|--------------------|-----------------------|

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

Monadnock Collaborative (Vendor # 159303)

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

| | | | |
|-------------------|--------------------|---------------|--------------------|
| Total 3317 | \$50,000.00 | \$0.00 | \$50,000.00 |
|-------------------|--------------------|---------------|--------------------|

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

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

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

| | | | |
|-------------------|--------------------|---------------|--------------------|
| Total 8920 | \$87,585.00 | \$0.00 | \$87,585.00 |
|-------------------|--------------------|---------------|--------------------|

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

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

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

| | | | |
|-------------------|---------------------|---------------|---------------------|
| Total 2164 | \$262,755.00 | \$0.00 | \$262,755.00 |
|-------------------|---------------------|---------------|---------------------|

| |
|--|
| 05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT |
|--|

ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICES GRANTS
(100% Federal Funds - SHIP Admin)

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

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

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

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

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

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

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

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

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

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

Lakes Region Partnership for Public Health (Vendor # 165635)

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

Monadnock Collaborative (Vendor # 159303)

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

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

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

| | | | |
|-------------------|---------------|--------------------|--------------------|
| Total 8925 | \$0.00 | \$36,374.00 | \$36,374.00 |
|-------------------|---------------|--------------------|--------------------|

Summary by Vendor by Year (OPTIONAL SERVICES SEPARATE)

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

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

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

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

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

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

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

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

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

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

Lakes Region Partnership for Public Health (Vendor # 165635)

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

Monadnock Collaborative (Vendor # 159303)

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

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

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

Monadnock Collaborative (Vendor # 159303) OTHER SERVICES

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

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

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

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

ACCOUNTING UNIT SUMMARY

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

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

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

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

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

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

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

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

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

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

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



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

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

This 1st Amendment to the ServiceLink Aging and Disability Resource Center Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Partnership for Public Health, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 67 Water St. Suite 105 Laconia, NH 03246.

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

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

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$884,967.94.
2. Modify Exhibit C-1 Budget by replacing in its entirety with Exhibit C-1 Amendment #1 Budget, which is attached hereto and incorporated by reference herein.



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

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

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

State of New Hampshire
Department of Health and Human Services

1/19/2021

Date

DocuSigned by:

Deborah D. Scheetz

Name: Deborah D. Scheetz

Title: Director Division of Long Term Supports and Services

Partnership for Public Health, Inc.

DocuSigned by:

Tamera Carmichael

Name: Tamera Carmichael

Title: Executive Director

1/7/2021

Date



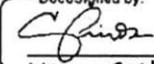
**New Hampshire Department of Health and Human Services
ServiceLink Aging and Disability Resource Center Services**

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

OFFICE OF THE ATTORNEY GENERAL

1/31/2021

Date

DocuSigned by:

Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-1 Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Partnership for Public Health, Inc.

Budget Request for: ServiceLink Aging and Disability Resource Center Services

Budget Period: 7/1/20 - 6/30/21

| Line Item | Total Program Cost | | | Contractor Share / Match | | | Funded by DHHS contract share | | |
|---|----------------------|---------------------|----------------------|--------------------------|-------------|----------------------|-------------------------------|---------------------|----------------------|
| | Direct | Indirect | Total | Direct | Indirect | Total | Direct | Indirect | Total |
| 1. Total Salary/Wages | \$ 332,195.00 | \$ 46,805.00 | \$ 378,800.00 | \$ 51,292.00 | \$ - | \$ 51,292.00 | \$ 280,903.00 | \$ 46,805.00 | \$ 327,508.00 |
| 2. Employee Benefits | \$ 68,433.00 | \$ 6,575.00 | \$ 75,008.00 | \$ 8,544.00 | \$ - | \$ 8,544.00 | \$ 58,859.00 | \$ 6,575.00 | \$ 65,434.00 |
| 3. Consultants | \$ 2,880.00 | \$ - | \$ 2,880.00 | \$ 2,880.00 | \$ - | \$ 2,880.00 | \$ - | \$ - | \$ - |
| 4. Equipment: | \$ 181.20 | \$ - | \$ 181.20 | \$ 181.20 | \$ - | \$ 181.20 | \$ - | \$ - | \$ - |
| Rental | \$ 3,092.40 | \$ - | \$ 3,092.40 | \$ 322.40 | \$ - | \$ 322.40 | \$ 2,770.00 | \$ - | \$ 2,770.00 |
| Repair and Maintenance | \$ 3,731.60 | \$ - | \$ 3,731.60 | \$ 159.80 | \$ - | \$ 159.80 | \$ 3,572.00 | \$ - | \$ 3,572.00 |
| Purchase/Depreciation | \$ 351.80 | \$ - | \$ 351.80 | \$ 16.80 | \$ - | \$ 16.80 | \$ 335.00 | \$ - | \$ 335.00 |
| 5. Supplies: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Educational | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Lab | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pharmacy | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Medical | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Office | \$ 1,555.00 | \$ - | \$ 1,555.00 | \$ 210.00 | \$ - | \$ 210.00 | \$ 1,345.00 | \$ - | \$ 1,345.00 |
| 6. Travel | \$ 4,102.97 | \$ - | \$ 4,102.97 | \$ 2,800.00 | \$ - | \$ 2,800.00 | \$ 1,502.97 | \$ - | \$ 1,502.97 |
| 7. Occupancy | \$ 25,755.00 | \$ - | \$ 25,755.00 | \$ 5,454.00 | \$ - | \$ 5,454.00 | \$ 20,301.00 | \$ - | \$ 20,301.00 |
| 8. Current Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Telephone | \$ 6,598.00 | \$ - | \$ 6,598.00 | \$ 713.00 | \$ - | \$ 713.00 | \$ 5,885.00 | \$ - | \$ 5,885.00 |
| Postage | \$ 2,101.00 | \$ - | \$ 2,101.00 | \$ 132.00 | \$ - | \$ 132.00 | \$ 1,969.00 | \$ - | \$ 1,969.00 |
| Subscriptions | \$ 535.00 | \$ - | \$ 535.00 | \$ 126.00 | \$ - | \$ 126.00 | \$ 409.00 | \$ - | \$ 409.00 |
| Audit and Legal | \$ 3,258.00 | \$ - | \$ 3,258.00 | \$ 1,034.00 | \$ - | \$ 1,034.00 | \$ 2,224.00 | \$ - | \$ 2,224.00 |
| Insurance | \$ 4,030.00 | \$ - | \$ 4,030.00 | \$ 1,006.00 | \$ - | \$ 1,006.00 | \$ 3,024.00 | \$ - | \$ 3,024.00 |
| Board Expenses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 9. Software | \$ 573.00 | \$ - | \$ 573.00 | \$ 97.00 | \$ - | \$ 97.00 | \$ 476.00 | \$ - | \$ 476.00 |
| 10. Marketing/Communications | \$ 5,555.00 | \$ - | \$ 5,555.00 | \$ 1,848.00 | \$ - | \$ 1,848.00 | \$ 3,707.00 | \$ - | \$ 3,707.00 |
| 11. Staff Education and Training | \$ 1,330.00 | \$ - | \$ 1,330.00 | \$ - | \$ - | \$ - | \$ 1,330.00 | \$ - | \$ 1,330.00 |
| 12. Subcontracts/Agreements | \$ 34,628.00 | \$ - | \$ 34,628.00 | \$ 32,580.00 | \$ - | \$ 32,580.00 | \$ 2,048.00 | \$ - | \$ 2,048.00 |
| 13. Other (specific details mandatory): | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Meetings | \$ 3,875.00 | \$ - | \$ 3,875.00 | \$ 3,800.00 | \$ - | \$ 3,800.00 | \$ 275.00 | \$ - | \$ 275.00 |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 594,768.97 | \$ 63,180.00 | \$ 657,938.97 | \$ 112,794.00 | \$ - | \$ 112,794.00 | \$ 391,942.97 | \$ 63,180.00 | \$ 445,142.97 |

Indirect As A Percent of Direct

10.5%

MAY06'20 PM 3:14 DAS

18 mac



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

Lori A. Shibillette
Commissioner

Deborah D. Sebretz
Director

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

April 30, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to award contracts with the vendors listed below in an amount not to exceed \$6,443,554.02 to provide Aging and Disability Resource Center ServiceLink services in ten (10) geographic areas of the state to improve access to information on the full range of long-term services and supports, with the option to renew for up to two (2) additional years, effective July 1, 2020 or upon Governor and Council approval, whichever is later, through June 30, 2022. 56.67% Federal funds, 43.33% General funds.

| Vendor Name | Vendor Code | Area Served | Contract Amount |
|--|-------------|--|-----------------|
| Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners. | 177278 | Rockingham and Strafford County | \$1,878,961.60 |
| Community Action Program Belknap-Merrimack Counties, Inc. | 177203 | Merrimack County | \$655,231.64 |
| Easter Seals New Hampshire, Inc. | 177204 | Hillsborough County excluding Antrim, Bennington, Françestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County | \$821,625.24 |
| Grafton County Senior Citizens Council, Inc. | 177875 | Grafton County | \$645,745.58 |
| Partnership for Public Health | 165635 | Belknap and Carroll County | \$879,649.94 |

| | | | |
|-------------------------------------|--------|--|----------------|
| Monadnock Collaborative | 159303 | Cheshire County, Sullivan County, and Antrim, Bennington, Frankestown, Greenfield, Greenville, Hancock, Mason, New Ipswich, Peterborough, Sharon, Temple, and Windsor of Hillsborough County | \$1,185,966.42 |
| Tri-County Community Action Program | 177195 | Coos County | \$376,373.60 |
| | | Total: | \$6,443,554.02 |

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

See Attached Fiscal Details

EXPLANATION

The purpose of this request is to provide ServiceLink Aging and Disability Resource Center services, State Health Insurance Assistance Program Trainer services, and Medicaid Eligibility Coordinator services statewide.

The Bureau of Elderly and Adult Services (BEAS) provides a variety of social and long-term supports to adults age 60 and older and to adults between the ages of 18 and 60 who have a chronic illness or disability. Social and long-term services and supports can be accessed through the ServiceLink Resource Center and New Hampshire Department of Health and Human Services (DHHS) District Offices. Services and supports are intended to assist people to live as independently as possible in safety and with dignity.

ServiceLink Resource Centers are a statewide network of community-based resources for older individuals and adults living with disabilities and their families. The ServiceLink Resource Centers are available to anyone who needs assistance, guidance, help finding services, or support to live independently. ServiceLink partners will promote the independence and well-being of the people they serve at locally based offices and many satellites throughout New Hampshire from July 1, 2020 to June 30, 2022.

The vendors will provide access to long-term services and supports, which are home and community-based services provided to individuals to support their level of independence in the home and community. Such services include outreach and education services, information and referrals, transition support services, specialized care transition counseling, long term supports and services, family caregiver support services and State Health Insurance Program Assistance.

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

- Follow-up to 100% of individuals who meet the standard for required follow-up.
- Provide screening to 100% of individuals under the No Wrong Door process.

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

- Provide Family Caregiver Support respite services to 100% of individuals who are eligible.
- Ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
- Ensure staff scores a minimum of 80% on Person Centered Counseling Training.
- Ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: "Have you or a family member serviced in the military?"

The Department selected the contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from 2/26/2020 through 4/8/2020. The Department received 15 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

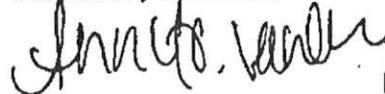
Should the Governor and Council not authorize this request the Department may not be able to comply with RSA 151-E:5, which mandates the establishment of a system of community based information and referral services for elderly and chronically ill adults. In addition, there may be an increase in hospital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

Area served: Statewide

Source of Funds: 56.67% Federal Funds CFDA #93.667 FAIN2001NHSOSR, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.052 FAIN2001NHOAFC-02, CFDA# 93.77 MEDICAID, CFDA #93.324 FAIN90SA0003-02-03, CFDA #93.048 FAIN90MP0176-03-01, CFDA #93.071 FAIN2001NHMISH-00, CFDA #93.791, FAIN 1LICMS300148-01-10, and 43.33% General Funds.

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

Respectfully submitted,



Ann H. Landry
Associate Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET
SFY21-22

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

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

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

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

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

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

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

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

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

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

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

Lakes Region Partnership for Public Health (Vendor # 165635)

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

Monadnock Collaborative (Vendor # 159303)

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

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

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

| | | | |
|------------|--------|----------------|----------------|
| Total 9565 | \$0.00 | \$6,043,214.03 | \$6,043,214.03 |
|------------|--------|----------------|----------------|

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

Monadnock Collaborative (Vendor # 159303)

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

| | | | |
|------------|--------|-------------|-------------|
| Total 3317 | \$0.00 | \$50,000.00 | \$50,000.00 |
|------------|--------|-------------|-------------|

05-95-48-482010-8920 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, IIHS: ELDERLY AND ADULT
 ELDERLY AND ADULT SERVICES, MONEY FOLLOWS THE PERSON
 (100% Federal Funds)

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

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

| | | | |
|------------|--------|-------------|-------------|
| Total 8920 | \$0.00 | \$87,585.00 | \$87,585.00 |
|------------|--------|-------------|-------------|

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

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

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

| | | | |
|------------|--------|--------------|--------------|
| Total 2164 | \$0.00 | \$262,755.00 | \$262,755.00 |
|------------|--------|--------------|--------------|

Summary by Vendor by Year (OPTIONAL SERVICES SEPARATE)

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

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

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

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

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

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

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

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

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

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

Lakes Region Partnership for Public Health (Vendor # 165635)

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

Monadnock Collaborative (Vendor # 159303)

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

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

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

Monadnock Collaborative (Vendor # 159303)

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

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

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

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

ACCOUNTING UNIT SUMMARY

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

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

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

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

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

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

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

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

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



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

ServiceLink Aging and Disability
 Resource Center Services

RFA-2021-DLTSS-08-SERVI

RFA Name

RFA Number

Reviewer Names

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

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

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

Subject: ServiceLink Aging and Disability Resource Center Services RFA-2021-DI 1SS-08-SFRV1-05

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

AGREEMENT

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

GENERAL PROVISIONS

| | | | |
|---|--------------------------------------|---|--------------------------------------|
| I. IDENTIFICATION. | | | |
| 1.1 State Agency Name New Hampshire Department of Health and Human Services | | 1.2 State Agency Address 120 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Partnership for Public Health, Inc. | | 1.4 Contractor Address 67 Water St. Suite 105 Laconia, NH 03246 | |
| 1.5 Contractor Phone Number (603) 271-9610 | 1.6 Account Number See Attachment | 1.7 Completion Date June 30, 2022 | 1.8 Price Limitation \$879,649.94 |
| 1.9 Contracting Officer for State Agency Nathan D. White, Director | | 1.10 State Agency Telephone Number (603) 271-9631 | |
| 1.11 Contractor Signature <i>Shelley Carta</i> | Date: 4/28/2020 | 1.12 Name and Title of Contractor Signatory Shelley Carta, Ex. Director | |
| 1.13 State Agency Signature <i>Christie Tapan</i> | Date: 5.1.2020 | 1.14 Name and Title of State Agency Signatory Christie Tapan, Associate Commissioner | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) | | | |
| By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) | | | |
| By: <i>Jill Decker</i> On: 8/5/2020 | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) | | | |
| G&C Item number | | G&C Meeting Date | |

Contractor Initials

Date: 4/28/2020 *SC*

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials: *sc*

Date: *9/28/2020*

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION:

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION:

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials: *HC*
Date: *4/28/20*

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials *lc*
Date *1/26/2010*



New Hampshire Department of Health and Human Services

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Attachment to Form P-37 Block 1.6 Account Number

1.6 Account Number

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

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

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

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EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor & Executive Council approval or July 1, 2020, whichever is later ("Effective Date").
- 1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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EXHIBIT B

1. Provisions Applicable to All Services

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

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- 1.6. The Contractor shall develop and implement a locally based Quality Assurance and Continuous Improvement Plan to ensure ServiceLink services:
 - 1.6.1. Meet the needs of individuals.
 - 1.6.2. Are sustained throughout the geographic area.
 - 1.6.3. Produce measurable results.
2. Scope of Work
 - 2.1. Service Link Administrative Requirements
 - 2.1.1. General Requirements
 - 2.1.1.1. The Contractor shall adhere to ServiceLink administrative requirements, standards of practice approached, and methods of services. The Contractor shall:
 - 2.1.1.1.1. Operate as an independent program.
 - 2.1.1.1.2. Ensure all written and verbal marketing materials are approved by the Department prior to public release.
 - 2.1.1.1.3. Provide a minimum of forty (40) hours of operation per week ensuring hours of operation include weekend and evening coverage.
 - 2.1.1.1.4. Ensure ServiceLink Resource Centers are operational and meet program requirements.
 - 2.1.1.2. The Contractor shall occupy an independent office space that, at a minimum:
 - 2.1.1.2.1. Is an easily accessible area and location.
 - 2.1.1.2.2. Meets all applicable state and local building rules and ordinances.
 - 2.1.1.2.3. Has sufficient space that includes, but is not limited to:
 - 2.1.1.2.4. Adequate office space to accommodate staff, volunteers, visitors, and supplies necessary to meet the scope of services.
 - 2.1.1.2.5. A confidential meeting room to accommodate a minimum of three (3) individuals.
 - 2.1.1.2.6. Has barrier-free/handicap access.
 - 2.1.1.2.7. Appropriate space, supplies and access to equipment for outside team members, which may include, but are not limited to:
 - 2.1.1.2.7.1. The Department of Health and Human Services, Division of Client Services (DCS) staff.
 - 2.1.1.2.7.2. The New Hampshire Department of Military Affairs and Veterans Services.

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

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

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2.1.2. Outreach and Education Services

- 2.1.2.2. The Contractor shall deliver outreach and education services to promote ServiceLink services.
- 2.1.2.3. The Contractor shall collaborate with other ServiceLink contractors to learn their outreach and marketing best practices.
- 2.1.2.4. The Contractor shall submit an outreach and marketing plan to the Department for review and approval within sixty (60) days of the contract effective date which shall include, but is not limited to:
 - 2.1.2.4.1. A focus on overall scope of services, and the process to establish ServiceLink as a highly visible and trusted place that provides information and one-on-one counseling to individuals in order to assist them with learning about and accessing the LTSS options available in their communities.
 - 2.1.2.4.2. Consideration of all populations served, including different age groups, income levels and types of disabilities, cultural diversities, those underserved and unserved, individuals at risk of nursing home placement, family caregivers, advocates, and professionals who serve these populations and private payers who want to plan for long-term care needs.
 - 2.1.2.4.3. Strategies to assess the effectiveness of outreach and marketing activities.
 - 2.1.2.4.4. Feedback loops to monitor and modify outreach and marketing activities as needed.

2.2. Consumer Information, Referral and Counseling Services

2.2.1. Information and Referral/Assistance Plan (I&R/A)

- 2.2.1.1. The Contractor shall develop and maintain an Information and Referral/Assistance (I&R/A) Plan which includes, but is not limited to:
 - 2.2.1.1.1. A description of all systematic processes to ensure consistent delivery of services.
 - 2.2.1.1.2. All services and resources available to the population of the geographic region.
- 2.2.1.2. The Contractor shall assist clients by providing referrals to agencies and organizations for appropriate services and supports.
- 2.2.1.3. The Contractor shall maintain records of client contacts, including follow-up client contacts, in accordance with the policy and procedures of the Refer 7.5 Manual, and as amended.
- 2.2.1.4. The Contractor shall comply with the Alliance of Information and Referral Standards (AIRS).

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

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

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community-based services according to the transition plan.

2.3. Consumer Program Eligibility and Enrollment

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

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

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

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

2.3.1.2.2. Providing individuals with financial assessment, as applicable.

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

2.3.1.2.4. Developing processes for accessing public LTSS programs.

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

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

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

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

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

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

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

2.3.1.3. The Contractor shall collaborate with state and community programs that serve Medicare beneficiaries in rural areas to determine program eligibility for individuals seeking services, facilitate enrollment of individuals when indicated, and to ensure individuals requesting services have access to information, tools, resources, and education about Medicare via referrals to ServiceLink. State and community programs may include, but are not limited to:

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- 2.3.1.3.1. NH Family Caregiver Program
- 2.3.1.3.2. State Nutrition Consultant for New Hampshire Meals on Wheels and Congregate Meals.
- 2.3.1.4. The Contractor shall expand outreach in order to establish a consistent and continuous presence in areas that include, but are not limited to:
 - 2.3.1.4.1. Faith Based Communities and/or Parish Nurses.
 - 2.3.1.4.2. Social Security Administration.
 - 2.3.1.4.3. Low income housing sites.
 - 2.3.1.4.4. Senior Centers.

2.4. Specialty Program Services

2.4.1. Family Caregiver Support Program Services

- 2.4.1.1. The Contractor shall provide staffing according to Section 4, Staffing, Subsection 4.4, Paragraph 4.4.7 to conduct client assessments and ongoing home visits.
- 2.4.1.2. The Contractor shall ensure staff maintain knowledge of current community resources.
- 2.4.1.3. The Contractor shall ensure:
 - 2.4.1.3.1. A minimum of one (1) staff member is trained as a class leader in evidence-based curriculum Powerful Tools for Caregivers (PTC); or
 - 2.4.1.3.2. A minimum of two (2) individuals in the geographic area are trained in the PTC curriculum.
- 2.4.1.4. The Contractor shall:
 - 2.4.1.4.1. Facilitate a minimum of one (1) six-week session of Powerful Tools for Caregiver Training to a minimum of ten (10) caregivers.
 - 2.4.1.4.2. Facilitate caregiver support groups, as needed.
 - 2.4.1.4.3. Collaborate with other caregiver support service agencies within the geographic area.
 - 2.4.1.4.4. Ensure staff attend the Department's Family Caregiver Support Program meetings.
 - 2.4.1.4.5. Conduct a minimum of six (6) formal outreach activities and/or presentations to community partners that specifically targeted the informal caregiver population.
 - 2.4.1.4.6. Monitor caregiver spending to ensure grants are spent prior to the end of each state fiscal year and in accordance with each caregiver's plan.

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

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

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

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

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3. Performance Measures and Reporting Requirements

3.1. ServiceLink Administrative Requirements & Consumer Information and Counseling Services

- 3.1.1. The Contractor shall provide monthly reports on 100% staff time track spent performing Medicaid allowable activities.
- 3.1.2. The Contractor shall track individuals served and make data reporting information available to the Department in a Department approved format.
- 3.1.3. The Contractor shall track client data on a quarterly basis, including, but not limited to:
 - 3.1.3.1. Number of individuals served.
 - 3.1.3.2. Types of information/referrals provided to individuals.
 - 3.1.3.3. Total number of individuals pre-screened for financial eligibility for Medicaid funded LTC programs.
 - 3.1.3.4. Total number of individuals who withdraw due to counseling on functional eligibility.
 - 3.1.3.5. Follow-up services performed and frequency of services delivered.
 - 3.1.3.6. Length of contact.
 - 3.1.3.7. Number of individuals who answered "yes" or "no" to the following question: "Have you or a family member ever served in the military?"
- 3.1.4. The Contract shall enter 100% of surveys received into an online database, as directed by the Department, on a quarterly basis.

3.2. Consumer Eligibility & Enrollment Services

- 3.2.1. The Contractor shall track and monitor consumer demographics and individual level referral data which shall include, but not limited to:
 - 3.2.1.1. Consumer demographics such as contact type, client type by target population, residence location, gender, and age.
 - 3.2.1.2. Person-Centered Options Counseling related activities and transition support services delivered to clients.
 - 3.2.1.3. Systems-level outcomes to include ServiceLink number of individuals served by core service, community partnerships, and staff knowledge, skills, and abilities.
 - 3.2.1.3.1. The Contractor shall provide comprehensive quarterly reports to the Department within thirty (30) days of the close of the quarter.
 - 3.2.1.3.2. The Contractor shall provide quarterly reports to the Department that includes, but not limited to, any in-kind services and funding provided to support contract services. The Contractor shall have the ability and capacity to generate standard reports, which include, but are not limited to, monthly reports on:

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- 3.2.1.4. Demographics of individuals in need of specialized services.
- 3.2.2. The Contractor shall meet at a minimum the following performance measures:
 - 3.2.2.1. The Contractor shall provide follow-up to 100% of individuals who meet the standard for required follow-up.
 - 3.2.2.2. The Contractor shall provide screening to 100% of individuals under the No Wrong Door process.
 - 3.2.2.3. The Contractor shall provide Family Caregiver Support respite services to 100% of individuals who are eligible.
 - 3.2.2.4. The Contractor shall ensure that 100% of staff is certified in Options Counseling training within one (1) year of hire.
 - 3.2.2.5. The Contractor shall ensure staff scores a minimum of 80% on Person Centered Counseling Training.
 - 3.2.2.6. The Contractor shall ensure staff ask and record a "yes" or "no" answer for 100% of individuals contacting ServiceLink in response to the following question: "Have you or a family member ever served in the military?"
- 3.3. Specialty Program Services
 - 3.3.1. The Contractor submit the NH Family Caregiver Title III-E Federal Report to the Department on an annual basis.
 - 3.3.2. The Contractor shall maintain full compliance with requirements of the annual report from the Administration on Aging.
 - 3.3.3. The Contractor shall develop and implement a tracking system, to be approved by the Department, and assemble required data for the NH Family Caregiver Support Program into a quarterly report, to be delivered to the Department, which must include, but is not limited to:
 - 3.3.3.1. A customized report on number of staff trained in Powerful Tools for Caregivers curriculum.
 - 3.3.3.2. Number of Powerful Tools for Caregivers training session coordinated and/or conducted annually.
 - 3.3.3.3. Expenditures and expenses for coordinating and conducting Powerful Tools for Caregivers trainings.
 - 3.3.3.4. Number of other caregiver specific training sessions coordinated and/or conducted annually.
 - 3.3.3.5. Expenditures and expenses for coordinating and conducting other caregiver specific training sessions.
 - 3.3.3.6. Number of caregivers and their families who received counseling.
 - 3.3.3.7. Number of sessions per caregiver and their families.
 - 3.3.3.8. Caregiver Support Group meetings Access Assistance (I&R) activities, which must include, but is not limited to:

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- 3.3.3.8.1. Number of caregivers assisted to obtain access to services and resources in the community.
- 3.3.3.8.2. Number of sessions per caregiver.
- 3.3.3.8.3. Number of caregivers referred to agencies.
- 3.3.3.8.4. A customized report on expenditures and expenses for providing I & R services.
- 3.3.3.9. Community information sessions and outreach activities to caregiver that provides the public with program information, which must include, but is not limited to:
 - 3.3.3.9.1. Number of activities, including, but not limited to:
 - 3.3.3.9.2. Publications.
 - 3.3.3.9.3. Presentations.
 - 3.3.3.9.4. Media coverage.
 - 3.3.3.9.5. Estimated number of caregivers reached through outreach activities.
 - 3.3.3.9.6. Number of agencies involved with outreach activities.
 - 3.3.3.9.7. Expenditures and expenses for outreach activities.
- 3.3.3.10. Average annual income of caregivers including, but not limited to, those who:
 - 3.3.3.10.1. Receive grants.
 - 3.3.3.10.2. Receive training.
 - 3.3.3.10.3. Receive I & R supports.
 - 3.3.3.10.4. Receive counseling.
 - 3.3.3.10.5. Participate in support groups.
- 3.3.3.11. Supplemental Services, which must include, but is not limited to:
 - 3.3.3.11.1. A narrative description of the service and;
 - 3.3.3.11.2. Total number provided for each service.
- 3.3.4. The Contract shall report on performance measure for SHIP in Section 2, Subsection 2.4, Paragraph 2.4.2., as outlined by the ACL, and as amended and indicated in the table below:

| Performance Measure | Reporting Method |
|--|--|
| 3.3.4.1. Client contacts - Percentage of total one-on-one client contacts per Medicare beneficiaries in the State. | SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group Team and Medicare forms in STARS |

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

3.3.5. The Contractor shall report on information requested by the Department, which includes, but is not limited to:

- 3.3.5.1. Quarterly SHIP progress reports.
- 3.3.5.2. Monthly outreach reports.

3.3.6. The Contractor shall meet or exceed the performance measures and provide reports for services identified in Section 2, Subsection 2.4, Paragraph 2.4.3.2., Medicare Improvements for Patients and Providers Act. (MIPPA) Medicare Program Promotion Services as indicated below:

| Performance Measure | Reporting Method |
|---|---|
| <p>3.3.6.1 Increase the number of individuals provided with education about LIS, MSP, and Medicare prescription drug coverage in rural areas.</p> | <p>To include: Monthly Outreach Activities Reports sent to the Department by the 15th of each month.</p> |

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| | by five (5) percent of the total number enrolled in the programs in the previous twelve (12) months. | SHIP/STARS Beneficiary Forms imbedded in Refer 7 SHIP Group, Team and Medicare forms in STARS |
| 3.3.6.2 | Implementation of promotional activities for Medicare's Wellness and Preventive Screening Services. | Monthly Outreach Activities Report STARS reports to include Client Contacts, Outreach and other activity. |
| 3.3.6.3 | Effectively advertise, promote, and conduct educational outreach and/or enrollment event activities at a minimum of one (1) time per month. | Monthly Outreach Activities Report to the Department and entries into STARS reports to the Department. |
| 3.3.6.4 | Demonstrate partnerships and evaluate effectiveness and lessons learned. | SHIP reports, partnership, and satellite office listings, as required by ACL for quarterly Progress Reports to the Department. |

4: Staffing:

- 4.1. The Contractor shall ensure ServiceLink staff have appropriate credentials, as outlined in Subsection 4.4, below.
- 4.2. The Contractor shall ensure counseling staff have the requisite skills and certifications to perform Person-Centered Options Counseling consistent with the NWD System within one (1) year of hire.
- 4.3. The Contractor shall follow the National Association of Social Workers' Code of Ethics.
- 4.4. The Contractor shall provide staff as follows:
 - 4.4.1. Program Manager – One (1) FTE who meets the following certifications within one (1) year of hire:
 - 4.4.1.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.1.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.1.3. SHIP/SMP certification training and certification.
 - 4.4.1.4. SMP Foundations training and assessment.
 - 4.4.2. Information and Referral Staff who meet the following requirements within one (1) year of hire:
 - 4.4.2.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.2.2. Obtain training in Person-Centered Counseling.
 - 4.4.2.3. Obtain certification as a State Health Insurance Assistance (SHIP).

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- 4.4.2.4. SMP Foundations training and assessment.
- 4.4.3. **Person-Centered Options Counseling and Person-Centered Transition Support Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.3.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.3.2. Obtain training and Certification in Person-Centered Counseling.
 - 4.4.3.3. Obtain certification as a State Health Insurance Assistance (SHIP).
 - 4.4.3.4. SMP Foundations training and assessment.
- 4.4.4. **4.4.4 Person-Centered Options Counseling Caregiver Staff** who meet the following requirements within one (1) year of hire:
 - 4.4.4.1. Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) certification.
 - 4.4.4.2. Obtain training and certification in Person-Centered Counseling.
 - 4.4.4.3. Trained/Licensed in Powerful Tools for Caregivers curriculum.
 - 4.4.4.4. Obtain certification as a State Health Insurance Assistance Program (SHIP) Counselor.
 - 4.4.4.5. SMP Foundations training and assessment.
- 4.4.5. **State Health Insurance Assistance Program (SHIP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and:
 - 4.4.5.1. Within six (6) months of hire are certified in SHIP training and assessments; and
 - 4.4.5.2. Within six (6) months of hire are certified in SMP foundations training and assessment; and
 - 4.4.5.3. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
- 4.4.6. **Senior Medicare Patrol (SMP) Staff** who are certified in Alliance of Information Referral Specialist in Aging and Disability (AIRS A/D) within one (1) year of hire and:
 - 4.4.6.1. Within one (1) year and six (6) months of hire, complete training in Person-Centered Options Counseling.
 - 4.4.6.2. Within six (6) months of hire are certified in SMP foundations training and assessment.
- 4.4.7. The Contractor shall provide staffing for the NH Family Caregiver Program at no less than 1 full-time equivalent (FTE) for Belknap County and .5 FTE for Carroll County.
- 4.4.8. The Contractor shall provide staffing for the SHIP, SMP, and MIPPA services at no less than .75 FTE for Belknap County and .5 FTE for Carroll County.

4.5. Criminal Background Check and BEAS State Registry Checks

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- 4.5.1. The Contractor shall obtain, at the Contractor's expense, a Criminal Background Check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, and shall release the results to the Department, at the Department's request, to ensure no convictions for crimes, including, but not limited to:
 - 4.5.1.1. A felony for child abuse or neglect, spousal abuse, any crime against children or adults, including but not limited to: child pornography, rape, sexual assault, or homicide.
 - 4.5.1.2. A violent or sexually-related crime against a child or adult, or a crime which may indicate a person might be reasonably expected to pose a threat to a child or adult.
 - 4.5.1.3. A felony for physical assault, battery, or a drug-related offense committed within the past five (5) years in accordance with 42 USC 671 (a)(20)(A)(ii).
- 4.5.2. The Contractor shall authorize the Department to conduct a Bureau of Elderly and Adults Services (BEAS) State Registry check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals, at no cost to the Contractor. The BEAS State Registry check must be provided to the Department upon request by the Department.

5. Additional Terms

5.1. Credits and Copyright Ownership

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

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6. Records

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

7. Exhibits Incorporated

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

hac

4/26/2020

New Hampshire Department of Health and Human Services
RFA-2021-DLTSS-08-SERVI-05



EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 55.97% Federal Funds, by the
 - 1.1.1. United States Department of Health and Human Services, Administration for Children and Families, Office of Community Services Social Services Block Grant (CFDA: 93.667); FAIN: 2001NHSOSR; 50% Federal Funds, 50% General Funds.
 - 1.1.2. United States Department of Health and Human Services, Administration for Community Living, Office of Community Services NH Family Caregiver Support Title III E (CFDA #93.052), FAIN: 2001NHOAFC-02; 75% Federal Funds, 25% General Funds,
 - 1.1.3. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, Medicaid Grants (CFDA# 93.778), MEDICAID; 50% Federal Funds, 50% General Funds
 - 1.1.4. United States Department of Health and Human Services, Special Programs for the Aging Title IV and Title II Discretionary Projects SMPP (CFDA #93.048), FAIN: 90MP0176-03-01; 100% Federal Funds
 - 1.1.5. United States Department of Health and Human Services, State Health Insurance Assistance Program SHIP, (CFDA #93.324), FAIN: 90SA0003-02-03; 100% Federal Funds
 - 1.1.6. United States Department of Health and Human Services, Centers for Medicare & Medicaid Services, and Administration for Community Living MIPPA, (CFDA #93.071), FAIN: 2001NHMISH-00; 100% Federal Funds
 - 1.2. 44.03% General funds.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.0. et seq.
 - 2.2. The Indirect Cost Rate of 10.6% applies in accordance with 2 CFR §200.414.
 - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.

Partnership for Public Health, Inc.

Exhibit C

Contractor Initials: ju

RFA-2021-DLTSS-08-SERVI-05

Page 1 of 3

Date: 4/28/2020

Rev. 01/08/19

New Hampshire Department of Health and Human Services
RFA-2021-DLTSS-08-SERVI-05



EXHIBIT C

4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.beasinvoices@dhhs.nh.gov, or invoices may be mailed to:
Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
6. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
7. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

12. Audits

12.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:

Partnership for Public Health, Inc.

Exhibit C

Contractor Initials: *h*

RFA-2021-DLTSS-08-SERVI-05

Page 2 of 3

Date: *4/28/2021*

Rev. 01/08/19

New Hampshire Department of Health and Human Services
RFA-2021-DLTSS-08-SERVI-05



EXHIBIT C

- 12.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 12.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 12.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 12.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 12.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 12.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

New Hampshire's Department of Health and Human Services

Contractor Name: Parasitology for Public Health, Inc.
 Budget Request for: NPA-2021-01, 122-00-0071A-00
 Surveillance Aging and Disability Resource Center Services
 Budget Period: 10/1/21 - 9/30/22

| Line Item | Total Available Cost | | | Contractor Share (75%) | | | Funded by DSHS (25%) | | | Total |
|------------------------------|----------------------|------------|------------|------------------------|------------|------------|----------------------|-----------|------------|-------|
| | Budget | Request | Cost | Request | Cost | Cost | Budget | Request | | |
| 1. Total Available Cost | 174,000.00 | 174,000.00 | 174,000.00 | 130,500.00 | 130,500.00 | 130,500.00 | 43,500.00 | 43,500.00 | 174,000.00 | |
| 2. Personnel | 120,000.00 | 120,000.00 | 120,000.00 | 90,000.00 | 90,000.00 | 90,000.00 | 30,000.00 | 30,000.00 | 120,000.00 | |
| 3. Materials | 10,000.00 | 10,000.00 | 10,000.00 | 7,500.00 | 7,500.00 | 7,500.00 | 2,500.00 | 2,500.00 | 10,000.00 | |
| 4. Equipment | 10,000.00 | 10,000.00 | 10,000.00 | 7,500.00 | 7,500.00 | 7,500.00 | 2,500.00 | 2,500.00 | 10,000.00 | |
| 5. Travel | 10,000.00 | 10,000.00 | 10,000.00 | 7,500.00 | 7,500.00 | 7,500.00 | 2,500.00 | 2,500.00 | 10,000.00 | |
| 6. Printing and Reproduction | 10,000.00 | 10,000.00 | 10,000.00 | 7,500.00 | 7,500.00 | 7,500.00 | 2,500.00 | 2,500.00 | 10,000.00 | |
| 7. Information Systems | 10,000.00 | 10,000.00 | 10,000.00 | 7,500.00 | 7,500.00 | 7,500.00 | 2,500.00 | 2,500.00 | 10,000.00 | |
| 8. Other Direct Costs | 10,000.00 | 10,000.00 | 10,000.00 | 7,500.00 | 7,500.00 | 7,500.00 | 2,500.00 | 2,500.00 | 10,000.00 | |
| 9. Indirect Costs | 10,000.00 | 10,000.00 | 10,000.00 | 7,500.00 | 7,500.00 | 7,500.00 | 2,500.00 | 2,500.00 | 10,000.00 | |
| 10. Total | 174,000.00 | 174,000.00 | 174,000.00 | 130,500.00 | 130,500.00 | 130,500.00 | 43,500.00 | 43,500.00 | 174,000.00 | |

M
 Contract # 21-0000000000
 Date 10/21/2020

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

JK

Date

7/28/90

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:

4/28/2020
Date

Shelly Carter
Name:
Title:

Vendor Initials: SK
Date: 4/28/20

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name:

4/28/2020
Date

Shelli Carter, ED
Name:
Title:

Exhibit E - Certification Regarding Lobbying

Vendor Initials

Date

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:

4/28/2020
Date

Shirley Carter, Ex. Director
Name: _____
Title: _____

Vendor Initials

Date

SC
4/28/2020

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Vendor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name:

4/25/2020
Date

Shelli Carls, Ex Dir.
Name:
Title:

Exhibit G

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

Vendor Initials

SC

Date

4/25/2020

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name:

4/28/2020
Date:

Shella Carter
Name:
Title: Ex. Director

Vendor Initials: SC
Date: 4/28/2020

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(1) Definitions

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

32014

Contractor Initials

Handwritten initials

Date

4/28/2010

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

Contractor Initials *SC*

Date *4/28/2020*

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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

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

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Date 4/28/2014

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Exhibit I

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

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

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Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Exhibit I

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

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

Department of Health and Human Services

The State

Christie Tappan

Signature of Authorized Representative

Christie Tappan

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

May 1, 2020

Date

Partnership for Public Health, Inc.

Name of the Contractor

Shelley Carter

Signature of Authorized Representative

Shelley Carter

Name of Authorized Representative

Executive Director

Title of Authorized Representative

4/28/2020

Date

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:

4/28/2020
Date

Shelli Coats
Name:
Title: Ex. Director

Contractor Initials: SC
Date: 4/28/2020

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

- The DUNS number for your entity is: 786707856
- 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:

- 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:

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

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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DHHS Information Security Requirements



- mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.
7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
 8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 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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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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Exhibit K
DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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