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STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

David J. Mikolaities, Major General
The Adjutant General

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September 8, 2022

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

REQUESTED ACTION

1. The Department of Military Affairs and Veterans Services, Division of Community Based Military Programs respectfully requests approval to enter into a contract agreement with EasterSeals NH, Inc., Manchester, NH (vendor code #177204), in an amount not to exceed $400,000, to provide services that increase access to mental and behavioral health services and decrease social isolation for service members, veterans, and their families (SMVC) in the State of New Hampshire. Effective upon Governor & Council approval through June 30, 2023. **100% General Funds.**

Funds are available in the SFY 2023 operating budget:
02-010-012-32520000-102-500731 – Veterans Services Mental Health and Social Isolation – Contracts Program Services

	Class	Account	FY 2023
Contracts for Program Services	102	500731	$400,000.00

EXPLANATION

Under this contract EasterSeals NH will provide services that will result in an increased access to mental and behavioral health services for Service members and Veterans in the State of New Hampshire. This Department priority aligns with the goals of the 10-year Mental Health Plan and the NH Suicide Prevention Council. Funds to address the need for increased access to mental health services for this population were granted to the department in HB2 of the 2022/2023 budget. Approval of the contract will create additional capacity in the state for military/Veterans to receive military culturally competent care and wrap-around services in their communities.

The Department of Military Affairs and Veteran Services solicited for this service by placing a Request for Proposal on the State of New Hampshire Bureau of Purchase and Property website. Three bids were received

prior to the bid closing time, and all were considered qualified. EasterSeals NH, Inc. was awarded this contract based on the scoring criteria outlined in the RFP and contingent upon Governor and Executive Council approval.

The contract has been approved for form, substance, and execution by the Attorney General's Office.

Respectfully submitted,

DAVID J. MIKOLAITIES
Major General, NH National Guard
The Adjutant General

RFP#: DMAVS 2022-03
Name of RFP: Access to Mental Health Services and Reduce Social Isolation

Number of Responses to RFP: 3

Vendor	Total Final Score	Pricing	Rank
Partnership for Public Health	113.000	$350,000.00	A
Easter Seals NH	103.750	$400,000.00	B
Unite Us	89.210	$380,000.00	C

Contracts were awarded to EasterSeals NH and Partnership for Public Health.

PROPOSAL SCORECARD--Access to mental health services and reduce social isolation

CRITERIA CHECKLIST

Total maximum points available for Technical Proposal: 125 Consensus scoring will be used.

1. Company Profile (15 max pts)	Easterseals NH	Partnership for Public Health	Unite US
Company Stability	5	5	5
Qualifications	5	5	5
Mission and value statements of organization align with the purpose of the RFP and the interests of the military/Veteran community.	5	5	5
	15	15	15

2. Project Understanding (25 max pts)	Easterseals NH	Partnership for Public Health	Unite US
Overall Comprehension of Project Objectives	5	5	2
Understanding of the Project Requirements	5	5	2
Overall need for the service proposed	5	5	1
Understanding of the needs experienced by military/Veterans in New Hampshire	5	4	3
Experience with Similar Projects	5	4	5
	25	23	13

3. Requirements (30 max pts)	Easterseals NH	Partnership for Public Health	Unite US
Availability	6	7	6
Optional Deliverables	7	8	4
Required Deliverable	5	8	9
	18	23	19

4. Implementation Plan (25 max pts)	Easterseals NH	Partnership for Public Health	Unite US
Events and activities	4	4	2
Outreach/enrollment	5	5	5
Level of Available Staffing	4	5	2
Community Partnerships	5	5	5
Sustainability	5	5	1
	23	24	15

5. Assessment and Evaluation (20 max pts)	Easterseals NH	Partnership for Public Health	Unite US
Evaluation plan	7	9	9
Reporting	7	9	9
	14	18	18

6. Cost Proposal (10 max pts)	Easterseals NH	Partnership for Public Health	Unite US
Cost Proposal/Budget	8.750	10.000	9.210
	8.750	10.000	9.210

TOTAL FINAL SCORES	Easterseals NH	Partnership for Public Health	Unite US
	103.750	113.000	89.210

Access to Mental Health Services & Reducing Social Isolation RFP

Rating Panel Background Information

Heather Smith, Grants Program Coordinator, Department of Military Affairs and Veterans Services. Bachelor of Arts degree in Mathematics. Has over twenty-five years (25) with the State of New Hampshire. Spent thirteen (13) years for the State of NH Judicial Branch working with civil and family law, accounting and payroll; twelve (12) years working for DMAVS in the State Business Office working with accounting and procurement process; and, currently employed by the Division of Community Based Military Programs responsible for managing grants and resource development to benefit the Veteran community in New Hampshire.

Madeline Dreusicke, Member, State Veterans Council 2019 - present. In October 2010, MD co-established VFW Auxiliary 107222 in Pelham and in 2012 was appointed President. She was appointed as Hospital Chairman for Department of VFW Auxiliary in June 2012, and Veterans Affairs Voluntary Services (VAVS) Representative for the Manchester VA Medical Center in 2014. She retired from the private sector working for the Chief of Medicine at Waltham Hospital, Natick & Framingham Hospitals in Massachusetts in 2014, and continues to serve in the above organizations and as Board Member of NH Freedom Cup and Operation Care for Troops. She has received numerous awards for her community service in improving the lives of Veterans including: Enterprise Bank "Circle of Excellence" Honoree 2014 and 2016; VA Director's I CARE Award 2015; VFW Auxiliary National Advisor Committee Volunteer of the Year Award 2016; US Department of Urban Development and US Interagency Council on Homelessness Certificate of Appreciation Plaque; NH Association of Hospital Auxiliaries Volunteer of the Year Award; Greater Salem Chamber of Commerce Hidden Jewel "Sapphire Award"; and NH Supports Children of the Fallen Patriots Foundation Ambassador Joseph & Augusta Petrone Award.

Jeffrey Atwood, Program Planning & Review Specialist, Division for Behavioral Health, NH Department of Health and Human Services. Bachelors of Arts degree from Capital University. JA currently holds a LICSW and works as a Program Planning and Review Specialist for the Division for Behavioral Health at DHHS. Previously, JA worked at New Hampshire Hospital where he was a Senior Psychiatric Social Worker and, in years past, worked at non-profit organizations in urban and rural community-based settings with individuals, including Veterans, experiencing mental health challenges and serious mental illnesses as well as homelessness.

Rating Panel Moderator:

Amy Cook, Administrator, Department of Military Affairs and Veterans Services. Bachelor of Arts degree in Psychology and Sociology. Twenty (20) years experience in the non-profit sector working with vulnerable and underserved populations. Areas of focus have been in care coordination, training development, workforce development, program development and management. AC began working for the Division of Community Based Military Programs in 2018 where she is responsible for coordinating statewide strategies and opportunities for braiding of resources between government agencies, federal partners and local service providers in order to benefit NH Veterans and their families. AC's involvement in the NH Veteran community includes serving as the Governor-appointed Team Lead for the SAMHSA *Governor's Challenge to Prevent Suicide among Service members, Veterans and their Families* in addition to serving on a variety of other statewide military-civilian groups and commissions. She is also utilized by SAMHSA as a subject matter expert for teams in other states needing guidance on how to meet the needs of their Veteran communities.

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Military Affairs and Veterans Services		1.2 State Agency Address 4 Pembroke Road Concord, NH 03301	
1.3 Contractor Name Easter Seals NH, Inc. VC 177204		1.4 Contractor Address 555 Auburn Street, Manchester, NH 03103	
1.5 Contractor Phone Number 603-623-8863	1.6 Account Number 010-012-32520000-102-500731	1.7 Completion Date 6/30/2023	1.8 Price Limitation Not To Exceed $400,000.00
1.9 Contracting Officer for State Agency Erin M. Zayac		1.10 State Agency Telephone Number 603-225-1360	
1.11 Contractor Signature Date: 9-1-22		1.12 Name and Title of Contractor Signatory Lisabritt Solsky Stevens Chief Growth Officer	
1.13 State Agency Signature Date: 9/6/2022		1.14 Name and Title of State Agency Signatory Erin Zayac Administrator III	
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: CHRISTOPHER BOND		On: 9/27/22	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials
Date 9-1-22

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 [illegible]

Date 9-1-22

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 [illegible]

Date 9-1-82

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 MBS
Date 9-1-22

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT A, SPECIAL PROVISIONS

SUBJECT: Access to Mental Health Services and Reduce Social Isolation

The following special provisions modify, change, delete or add to the General Provisions of the agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. The term "Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his/her authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.

2. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition

3. **Provision 10. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION:** Add the following sub-part:

10.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

Initials: LSS
Date: 9/20/2022

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT B, P37 AGREEMENT
THE SERVICES

SUBJECT: Access to Mental Health Services and Reduce Social Isolation

Easter Seals New Hampshire (ESNH) will enhance access to, and use of, mental/behavioral health services by individuals who have served and reside, in the state regardless of their discharge status or VA-eligibility, by enhancing its clinical capacity. ESNH Veterans Count (ESNH VC) Care Coordinators will work with veterans and carry out a comprehensive assessment to evaluate their needs, determine what natural supports they already have, and what community connections could help their journey to health, well-being and self-sufficiency. ESNH VC will also leverage the resources, reach, and visibility of Veterans Count Chapters and its dedicated volunteers to broaden the depth and breadth of the outreach activities, and to spread awareness about ESNH VC and its vital programs and services.

Specific actions in support of these activities include:

- Outreach to providers to establish relationships in order to facilitate referrals for veterans in need of clinical mental/behavioral health services and to encourage provider organizations to ask the question: "Have you or a member of your family ever served in the military?" ESNH VC will outreach to community providers (i.e. hospitals, substance use treatment providers, community mental health providers, etc.), statewide, to not only facilitate referrals into the clinical program, but also to embed the practice of asking the question "Have you ever served in the military?" into every intake encounter. This will include new contacts as well as working with existing partners in the community such as the VA, local Vet Centers, Care Coordination Program of NH, etc. to ensure awareness of our clinical services and facilitate referrals.
- Recruit clinicians to grow clinical capacity, including an effort to establish a pipeline of clinicians by supporting unlicensed clinicians in obtaining licensure and accessing training;
- Hire an experienced Practice Manager to oversee scheduling (including the intake process), billing, utilization, and compliance, and to develop policies and procedures for the clinical services department; and
- Invest in clinical trainings for new and existing ESNH VC staff with a concentration around evidence- based modalities, e.g. Eye Movement Desensitization and Reprocessing (EMDR) for clients with Post Traumatic Stress Disorder (PTSD), Cognitive Processing Therapy (CPT), Dialectic Behavioral Therapy (DBT), Cognitive Behavioral Therapy (CBT), and Critical Time Intervention (CTI).

Initials: AB&S
Date: 9-1-22

Reporting

To measure the success of the program, the following data points will be tracked via client records in the ESNH secure Electronic Medical Records system. A monthly report will be submitted by ESNH to report on progress and outcomes. Monthly reports will be submitted along with the monthly invoice. ESNH will work with Heather Smith, Division of Community Based Military Programs, Department of Military Affairs and Veterans Services to determine the best format for reporting progress and outcomes.

At a minimum, the monthly report will contain the following information:

1. Progress made during the reporting period to develop the capacity and resources required to implement proposed programming (e.g. hiring and training of staff, etc).
2. Number of clients receiving clinical services and information on their referral source.
3. Number of community provider connections made as a result of the outreach activities described herein. The name and location of organization/provider will be included to demonstrate the reach of the program.
4. Total number of clients served for the reporting period by the overall Veterans Count program.
5. Number of linkages to veteran and civilian community resources made as a result of referral into the Veterans Count program and the categories of services provided by those referrals (e.g. housing services, food insecurity, educational services, vocational services, healthcare services, mental health services, behavioral health services, legal services, etc).
6. Results and impact of development, outreach, engagement or services and how they support overall goal achievement.

For any military culture or suicide prevention training provided to existing staff, newly hired staff or community partners as a result of the availability of these funds, the following information will be collected and reported to DMAVS:

1. Name of training and type of training (e.g. military culture, suicide prevention, etc)
2. Date of training
3. Length of training
4. Location of training
5. Number of attendees
6. Organizations represented by attendees and zip code of organization
7. Industries represented by attendees (e.g. healthcare, mental health services, aging services, etc)
8. Results of a training evaluation provided to attendees at the conclusion of the training to measure knowledge and confidence gained from attending training.

Initials: [illegible]
Date: 4-1-22

A final report at the conclusion of the funding period will be submitted. The final report will provide a comprehensive summary of all activities performed and an analysis of the results and impact of the work completed. Utilizing data visualization methods is recommended. The report will also describe how the work will be sustained or further developed in the future (if applicable).

Initials: JRSS
Date: 9-1-22

STATE OF NEW HAMPSHIRE
DEPARTMENT OF MILITARY AFFAIRS AND VETERANS SERVICES

EXHIBIT C
CONTRACT PRICE AND TERMS OF PAYMENT

SUBJECT: Access to Mental Health Services and Reduce Social Isolation

CONTRACT PRICE

The Department of Military Affairs and Veterans Services will pay the Contractor an amount not to exceed $400,000.00. This amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

METHOD OF PAYMENT

Payment shall be made by mailing a bank draft or electronic funds transfer as established by submitting or updating an Alternate W-9 Form to the State of New Hampshire.

Invoices will be submitted by the Contractor to:

Department of Military Affairs and Veterans Services
ATTN: Business Administration Office
4 Pembroke Road
Bldg. C
Concord, NH 03301

TERMS OF PAYMENT

Eight (8) equal payments of $50,000 shall be made monthly by the Department of Military Affairs and Veterans Services to the Contractor from the period of Governor and Executive Council approval to June 30, 2023. Payments shall be made to the Contractor monthly during the term of the agreement within 30 days after the receipt of a proper invoice by the Contractor and upon the satisfactory completion of the services outlined in Exhibit B herein as determined by the Department's Primary Contact for this project.

Initials: DBS
Date: 4-1-22

CERTIFICATE OF AUTHORITY

I, ___Cynthia Ross_____, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of __Easter Seals New Hampshire, Inc._____.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on _February 9, 2022____, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Maureen Beauregard, President & CEO; Lisabritt Solsky Stevens, Chief Growth Officer; Catherine Kuhn, Chief Training, Policy & Research Officer; and Tina Sharby (Chief Human Resources Officer) (may list more than one person)
(Name and Title of Contract Signatory)

are duly authorized on behalf of Easter Seals New Hampshire, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated:_8/30/2022____

Cynthia Ross
Signature of Elected Officer
Name: Cynthia Ross
Title: Assistant Secretary

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that EASTER SEALS NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **61290**
Certificate Number: **0005774611**

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

David M. Scanlan
Secretary of State

Client#: 497072 EASTESEA7

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/29/2022

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

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Linda Jaeger, CIC PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: linda.jaeger@usi.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co. — 18058
INSURED Easter Seals New Hampshire, Inc. 555 Auburn Street Manchester, NH 03103	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 37162608 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	PHPK2454548	09/01/2022	09/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X Professional Liab						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	PHPK2454546	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR	X	X	PHUB829174	09/01/2022	09/01/2023	EACH OCCURRENCE	$15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$15,000,000
	DED X RETENTION $ $10K							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	EDP			PHPK2454548	09/01/2022	09/01/2023	$1,619,050 Special Form Incl Theft $500 Deductible	

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

Supplemental Names*:Easter Seals ME, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc.,*. The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the Named Insured and the Certificate Holder that requires such status, and only with regard to the above referenced on (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
State of NH - Dept of Military Affairs & Veterans Svcs 4 Pembroke Rd. 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 Sue Hart

SACT

DESCRIPTIONS (Continued from Page 1)

behalf of the Named Insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/29/2022

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 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	CONTACT NAME: Mya Lanasa
Hays Companies, Inc. 980 Washington Street Suite 325 Dedham MA 02026	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Mya.Lanasa@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The North River Insurance Company	21105
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Easter Seals New Hampshire, Inc 555 Auburn Street Manchester NH 03103

COVERAGES **CERTIFICATE NUMBER:** 22-23 WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			406-736254-6	1/1/2022	1/1/2023	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Evidence of Insurance

CERTIFICATE HOLDER

State of NH Department
of Military Affairs and Veterans Services
4 Pembroke Road
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Hays/CEMITC

BIDS are currently available for Download via .pdf file PDF format and *Require Adobe Acrobat Reader 5.0 or higher*) go to the NH.gov Portable Document Format (PDF) Readers page for assistance in obtaining the Adobe Acrobat Free Reader.

Click the Bid # to view the bid details.

Click the contact name to email the contact.

Bid Results are currently available for Download when they have been awarded.

Please click the "Awarded Bid" link under the "Status/Bid Results" column to view the bid results.

Submitting A Bid

Search by Bid#:

Use any one or combination of these search options to search for contracts by:

Bid description contains:

Status/Bid Results: All

Closing Between Start: End:

Contact: Zayac, Erin

Commodity Category contains:

Search Clear Fields

Access to Mental Health Services and Reduce Social Isolation	RFP DMAVS 2022-03	Attachment 1	Addendum 1 Addendum 2 Addendum 3	7/29/2022	1:00PM	Contact	Zayac, Erin	MISCELLANEOUS SERVICES, No 1 (NOT OTHERWISE CLASSIFIED)