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

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

105 PLEASANT STREET, CONCORD, NH 03301
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February 24, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to amend existing grant agreements with the Grantees listed below **in bold** to continue implementing workforce recruitment and retention projects for the Home and Community Based Services community by extending the completion date for Riverbend Community Mental Health, Inc., from March 31, 2025, to September 30, 2025, and by extending the completion dates for all other vendors listed below **in bold** from March 31, 2025, to December 31, 2025, effective April 1, 2025, upon Governor and Council approval with no change to the total price limitation of $11,066,760. 100 % Federal Funds.

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

Grantee Name	Vendor Code	Location	Current Amount	Increase (Decrease)	Revised Amount	G&C Approval Date
Area Agency of Greater Nashua, Inc. dba Gateways Community Services, Nashua NH	**155784**	**Greater Nashua Area**	**$516,500**	**$0**	**$516,500**	**O:11/29/23 Item #13**
Aspire Living & Learning, Inc., Stratham, NH	**452185**	**Greater Concord Area, Stratham, and Bedford**	**$400,010**	**$0**	**$400,010**	**O:11/29/23 Item #13**
Becket Academy, Inc. dba LifeConnections Specialized Support Services, Manchester, NH	**480602**	**Merrimack, Hillsborough, Rockingham, and Strafford, Counties**	**$469,504**	**$0**	**$469,504**	**O:11/29/23 Item #13**
Behavioral Health and Developmental Services of Stafford County, Inc., d/b/a/ Community Partners, Dover, NH	177278	Strafford County	$516,500	$0	$516,500	O:11/29/23 Item #13
Easter Seals New Hampshire, Inc., Manchester, NH	**177204**	**Statewide**	**$516,500**	**$0**	**$516,500**	**O:11/29/23 Item #13**

Granite VNA, Inc., Concord, NH	174069	Greater Concord Area and Lakes Region	$322,543	$0	$322,543	O:11/29/23 Item #13
Northern Human Services, Conway, NH	177222	Carroll County	$512,840	$0	$512,840	O:11/29/23 Item #13
Regency Home Health, LLC, Londonderry, NH	171213	Greater Manchester/ Londonderry Area	$516,500	$0	$516,500	O:11/29/23 Item #13
Riverbend Community Mental Health, Inc., Concord, NH	177192	Greater Merrimack County	$516,500	$0	$516,500	O:11/29/23 Item #13
Visions for Creative Housing Solutions, Inc., Enfield, NH	317948	Grafton County	$93,194	$0	$93,194	O:11/29/23 Item #13
Ascentria Community Services, Inc., Worcester, MA	222201	Statewide with the exception of Coos County	$516,500	$0	$516,500	O:12/20/23 Item #11
Bell Tower Home Health Care LLC, Nashua, NH	273258	Southern New Hampshire	$516,500	$0	$516,500	O:12/20/23 Item #11
Bloom and Shine Services, LLC, Concord, NH	340637	Greater Nashua Area	$516,500	$0	$516,500	O:12/20/23 Item #11
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health, Nashua, NH	154112	Greater Nashua Area	$409,640	$0	$409,640	O:12/20/23 Item #11
Great Bay Services, Inc., Dover, NH	154256	Strafford and Rockingham Counties	$516,500	$0	$516,500	O:12/20/23 Item #11
Independence Care of New Hampshire, LLC, Concord, NH	340639	Greater Concord Area	$516,500	$0	$516,500	O:12/20/23 Item #11
The Mental Health Center of Greater Manchester, Inc., Manchester, NH	177184	Greater Manchester Area	$516,500	$0	$516,500	O:12/20/23 Item #11

Monadnock Family Services, Keene, NH	177510	Monadnock Region including Cheshire County and Western Hillsborough County	$399,300	$0	$399,300	O:12/20/23 Item #11
Ofemz Home Healthcare Agency, LLC, Manchester, NH	318067	Greater Manchester Area	$200,000	$0	$200,000	O:12/20/23 Item #11
The Plus Co., Inc., Nashua, NH	155124	Greater Nashua Area	$119,156	$0	$119,156	O:12/20/23 Item #11
Community Bridges, Concord, NH	155658	Greater Merrimack County Area	$82,913	$0	$82,913	O:01/10/24 Item #10
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management, Derry, NH	165089	Southern New Hampshire	$516,500	$0	$516,500	O:01/10/24 Item #10
North Country Home Health & Hospice Agency, Inc., Littleton, NH	154643	Coos and Grafton Counties	$94,640	$0	$94,640	O:01/10/24 Item #10
Seacoast Mental Health Center, Inc., Portsmouth, NH	174089	Seacoast Area	$516,500	$0	$516,500	O:01/10/24 Item #10
Tender Care Inc., Derry, NH	216605	Greater Derry Area	$389,600	$0	$389,600	O:01/10/24 Item #10
Toward Independent Living & Learning, Inc., Dedham, MA	451720	Greater Nashua Area, Hillsborough, Merrimack, and Rockingham Counties	$358,920	$0	$358,920	O:01/10/24 Item #10
Universal Care Alliance LLC, Concord, NH	481444	Greater Concord Area	$500,000	$0	$500,000	O:01/10/24 Item #10
		Total:	$11,066,760	$0	$11,066,760	

Funds are available in the following accounts for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Year 2026, 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 allow additional time for Home and Community Based Services (HCBS) providers to implement Department approved programs, activities, and/or initiatives to increase staffing recruitment and retention to address the current HCBS workforce needs. The Center for Medicare & Medicaid Services approved the Department's request to extend the funding from the American Rescue Plan Act of 2021, which supports the Department's Reinvestment Plan section 9817, to allow Grantees until December 31, 2025, to finalize HCBS workforce recruitment and retention strategies, training, and information technology projects.

The Grantees will continue to utilize the funding to strengthen recruitment, retention and training strategies including, programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities, medical complexities and behavioral health needs living in their communities. These HCBS services ensure that individuals can live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training efforts. The Department is focusing on these strategies to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will continue to monitor the Agreements through monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing payment.

Should the Governor and Council not authorize this request, the Department will be unable to extend the time that the HCBS providers have to strengthen the HCBS workforce through recruitment, retention and training strategies.

Source of Federal Funds: Assistance Listing Number #93.778.

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. Weaver
Commissioner

Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-DIV OF DEVELOPMENTAL SERVICES; DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Area Agency of Greater Nashua, Inc. dba Gateways Community Services *155784*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$266,723	($237,736)	$28,987
2025	102-500731	Contracts for Prog Svc	93009020	$249,777	$82,622	$332,399
2026	102-500731	Contracts for Prog Svc	93009021	$0	$155,114	$155,114
			Subtotal	***$516,500***	***$0***	***$516,500***

Aspire Living & Learning, Inc. *452185*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$204,725	($101,262)	$103,463
2025	102-500731	Contracts for Prog Svc	93009020	$195,285	$0	$195,285
2026	102-500731	Contracts for Prog Svc	93009021	$0	$101,262	$101,262
			Subtotal	***$400,010***	***$0***	***$400,010***

Becket Academy, Inc dba LifeConnections *480602*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$274,092	($64,406)	$209,686
2025	102-500731	Contracts for Prog Svc	93009020	$195,412	$0	$195,412
2026	102-500731	Contracts for Prog Svc	93009021	$0	$64,406	$64,406
			Subtotal	***$469,504***	***$0***	***$469,504***

Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners *177278*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$330,418	$0	$330,418
2025	102-500731	Contracts for Prog Svc	93009020	$186,082	$0	$186,082
2026	102-500731	Contracts for Prog Svc	93009021	$0	$0	$0
			Subtotal	***$516,500***	***$0***	***$516,500***

Easter Seals of New Hampshire *177204*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$257,881	($161,749)	$96,132
2025	102-500731	Contracts for Prog Svc	93009020	$258,619	$0	$258,619
2026	102-500731	Contracts for Prog Svc	93009021	$0	$161,749	$161,749
			Subtotal	***$516,500***	***$0***	***$516,500***

Fiscal Details

Granite VNA *174069*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$177,592	($170,167)	$7,425
2025	102-500731	Contracts for Prog Svc	93009020	$144,951	$0	$144,951
2026	102-500731	Contracts for Prog Svc	93009021	$0	$170,167	$170,167
			Subtotal	***$322,543***	***$0***	***$322,543***

Northern Human Services *177222*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$256,333	($206,978)	$49,355
2025	102-500731	Contracts for Prog Svc	93009020	$256,507	$0	$256,507
2026	102-500731	Contracts for Prog Svc	93009021	$0	$206,978	$206,978
			Subtotal	***$512,840***	***$0***	***$512,840***

Regency Home Health *171213*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$259,444	($90,859)	$168,585
2025	102-500731	Contracts for Prog Svc	93009020	$257,056	$0	$257,056
2026	102-500731	Contracts for Prog Svc	93009021	$0	$90,859	$90,859
			Subtotal	***$516,500***	***$0***	***$516,500***

Riverbend Community Health Center, Inc. *177192*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$270,730	$0	$270,730
2025	102-500731	Contracts for Prog Svc	93009020	$245,770	($81,102)	$164,668
2026	102-500731	Contracts for Prog Svc	93009021	$0	$81,102	$81,102
			Subtotal	***$516,500***	***$0***	***$516,500***

Visions for Creative Housing Solutions *317948*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$52,356	($20,155)	$32,201
2025	102-500731	Contracts for Prog Svc	93009020	$40,838	$0	$40,838
2026	102-500731	Contracts for Prog Svc	93009021	$0	$20,155	$20,155
			Subtotal	***$93,194***	***$0***	***$93,194***

Fiscal Details

Ascentria Community Services, Inc *222201*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$287,566	($195,580)	$91,986
2025	102-500731	Contracts for Prog Svc	93009020	$228,934	$0	$228,934
2026	102-500731	Contracts for Prog Svc	93009021	$0	$195,580	$195,580
			Subtotal	***$516,500***	***$0***	***$516,500***

Bell Tower Home Health Care LLC *273258*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$309,900	($11,366)	$298,534
2025	102-500731	Contracts for Prog Svc	93009020	$206,600	$0	$206,600
2026	102-500731	Contracts for Prog Svc	93009021	$0	$11,366	$11,366
			Subtotal	***$516,500***	***$0***	***$516,500***

Bloom and Shine Services, LLC *340637*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$414,515	($252,809)	$161,706
2025	102-500731	Contracts for Prog Svc	93009020	$101,985	$0	$101,985
2026	102-500731	Contracts for Prog Svc	93009021	$0	$252,809	$252,809
			Subtotal	***$516,500***	***$0***	***$516,500***

Community Council of Nashua, NH d/b/a Greater Nashua Mental Health *154112*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$204,820	($140,199)	$64,621
2025	102-500731	Contracts for Prog Svc	93009020	$204,820	$0	$204,820
2026	102-500731	Contracts for Prog Svc	93009021	$0	$140,199	$140,199
			Subtotal	***$409,640***	***$0***	***$409,640***

Great Bay Services, Inc. *154256*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$361,190	($263,759)	$97,431
2025	102-500731	Contracts for Prog Svc	93009020	$155,310	$0	$155,310
2026	102-500731	Contracts for Prog Svc	93009021	$0	$263,759	$263,759
			Subtotal	***$516,500***	***$0***	***$516,500***

Fiscal Details

Independence Care of New Hampshire LLC *340639*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$258,250	($165,740)	$92,510
2025	102-500731	Contracts for Prog Svc	93009020	$258,250	$0	$258,250
2026	102-500731	Contracts for Prog Svc	93009021	$0	$165,740	$165,740
			Subtotal	***$516,500***	***$0***	***$516,500***

The Mental Health Center of Greater Manchester, Inc. *177184*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$289,744	$0	$289,744
2025	102-500731	Contracts for Prog Svc	93009020	$226,756	$0	$226,756
2026	102-500731	Contracts for Prog Svc	93009021	$0	$0	$0
			Subtotal	***$516,500***	***$0***	***$516,500***

Monadnock Family Services *177510*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$246,950	($152,551)	$94,399
2025	102-500731	Contracts for Prog Svc	93009020	$152,350	$0	$152,350
2026	102-500731	Contracts for Prog Svc	93009021	$0	$152,551	$152,551
			Subtotal	***$399,300***	***$0***	***$399,300***

Ofemz Home Healthcare Agency, LLC *318067*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$125,500	($88,910)	$36,590
2025	102-500731	Contracts for Prog Svc	93009020	$74,500	$0	$74,500
2026	102-500731	Contracts for Prog Svc	93009021	$0	$88,910	$88,910
			Subtotal	***$200,000***	***$0***	***$200,000***

The Plus Co., Inc. *155124*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$69,538	($69,538)	$0
2025	102-500731	Contracts for Prog Svc	93009020	$49,618	$0	$49,618
2026	102-500731	Contracts for Prog Svc	93009021	$0	$69,538	$69,538
			Subtotal	***$119,156***	***$0***	***$119,156***

Fiscal Details

Community Bridges *155658*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$52,913	($45,503)	$7,410
2025	102-500731	Contracts for Prog Svc	93009020	$30,000	$0	$30,000
2026	102-500731	Contracts for Prog Svc	93009021	$0	$45,503	$45,503
			Subtotal	***$82,913***	***$0***	***$82,913***

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management *165089*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$198,080	($92,087)	$105,993
2025	102-500731	Contracts for Prog Svc	93009020	$318,420	$0	$318,420
2026	102-500731	Contracts for Prog Svc	93009021	$0	$92,087	$92,087
			Subtotal	***$516,500***	***$0***	***$516,500***

North Country Home Health & Hospice Agency, Inc . *154643*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$46,424	($42,649)	$3,775
2025	102-500731	Contracts for Prog Svc	93009020	$48,216	$0	$48,216
2026	102-500731	Contracts for Prog Svc	93009021	$0	$42,649	$42,649
			Subtotal	***$94,640***	***$0***	***$94,640***

Seacoast Mental Health Center, Inc. *174089*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$258,250	($185,105)	$73,145
2025	102-500731	Contracts for Prog Svc	93009020	$258,250	$0	$258,250
2026	102-500731	Contracts for Prog Svc	93009021	$0	$185,105	$185,105
			Subtotal	***$516,500***	***$0***	***$516,500***

Tender Care Inc. *216605*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$194,800	($194,800)	$0
2025	102-500731	Contracts for Prog Svc	93009020	$194,800	$0	$194,800
2026	102-500731	Contracts for Prog Svc	93009021	$0	$194,800	$194,800
			Subtotal	***$389,600***	***$0***	***$389,600***

Fiscal Details

Toward Independent Living & Learning, Inc. *451720*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$174,960	($26,718)	$148,242
2025	102-500731	Contracts for Prog Svc	93009020	$183,960	$0	$183,960
2026	102-500731	Contracts for Prog Svc	93009021	$0	$26,718	$26,718
			Subtotal	***$358,920***	***$0***	***$358,920***

Universal Care Alliance LLC *481444*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase / (Decrease)	Modified Budget
2024	102-500731	Contracts for Prog Svc	93009020	$229,716	($59,254)	$170,462
2025	102-500731	Contracts for Prog Svc	93009020	$270,284	$0	$270,284
2026	102-500731	Contracts for Prog Svc	93009021	$0	$59,254	$59,254
			Subtotal	***$500,000***	***$0***	***$500,000***

Grand Total	***$11,066,760***	***$0***	***$11,066,760***

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Area Agency of Greater Nashua, Inc., d/b/a Gateways Community Services ("the Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on November 29, 2023 (Item #13), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms; Section 4., to read:

   4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1 Budget, Amendment #1 through Exhibit C-7, Budget, Amendment #1.

3. Modify Exhibit C-1 Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C-2 Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C-3 Budget, by replacing it in its entirety with Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
6. Modify Exhibit C-4 Budget, by replacing it in its entirety with Exhibit C-4, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
7. Modify Exhibit C-5 Budget, by replacing it in its entirety with Exhibit C-5, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
8. Add Exhibit C-6, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
9. Add Exhibit C-7, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

3/4/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Area Agency of Greater Nashua, Inc., d/b/a Gateways Community Services

2/13/2025
Date

DocuSigned by:
Sandy Pelletier
Name: Sandy Pelletier
Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

3/5/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Contractor Name: *Area Agency of Greater Nashua, Inc. dba Gateways Community Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS - Care and Support Project*

Budget Period *11/29/23 - 6/30/24 (SFY 24)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$0
Total Indirect Costs	$0
TOTAL	**$0**

DS

SP

Grantee Initials

2/13/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Area Agency of Greater Nashua, Inc. dba Gateways Community Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS - Service Coordination Certifications*

Budget Period *11/29/23 - 6/30/24 (SFY 24)*

Indirect Cost Rate (If applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Stipend for Completion of Certifications	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$0
Total Indirect Costs	$0
TOTAL	**$0**

DS

Grantee Initials SP

2/13/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Area Agency of Greater Nashua, Inc. dba Gateways Community Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS - Target Recruitment for Immigrant Recruitment*

Budget Period *11/29/23 - 6/30/24 (SFY 24)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Daycare vouchers	$0
Phone vouchers	$0
Retention Bonus	$0
9. Subrecipient Contracts	$28,987
Total Direct Costs	$28,987
Total Indirect Costs	$0
TOTAL	**$28,987**

DS

SP

Grantee Initials

2/13/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Area Agency of Greater Nashua, Inc. dba Gateways Community Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS - Care and Support and Immigrant Recruitment*

Budget Period *07/01/24 - 06/30/25 (SFY25)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$12,056
2. Fringe Benefits	$723
3. Consultants	$10,855
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$8,853
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Other (please specify)	$0
Other (please specify)	$0
University of Wisconsin	$260,885
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$293,372
Total Indirect Costs	$0
TOTAL	$293,372

DS

Grantee Initials SP

2/13/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Area Agency of Greater Nashua, Inc. dba Gateways Community Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS - Service Coordination Certifications*

Budget Period *07/01/24 - 06/30/25 (SFY25)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$7,833
2. Fringe Benefits	$1,958
3. Consultants	$4,926
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$9,310
8. (c) Other - Other (specify below)	
Stipend for Completion of Certifications	$15,000
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$39,027
Total Indirect Costs	$0
TOTAL	**$39,027**

DS

Grantee Initials SP

2/13/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name:	*Area Agency of Greater Nashua, Inc. dba Gateways Community Services*
Budget Request for:	*Workforce Recruitment and Retention Strategies for HCBS - Care and Support Project*
Budget Period	*07/01/25 - 12/31/25 (SFY26) Care and Support and Immigrant Recruitment Project*
Indirect Cost Rate (If applicable)	0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$57,853
2. Fringe Benefits	$18,174
3. Consultants	$2,701
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$6,657
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Other (please specify)	$0
Other (please specify)	$0
University of Wisconsin	$29,440
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$114,825
Total Indirect Costs	$0
TOTAL	**$114,825**

DS

SP

Grantee Initials

2/13/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Area Agency of Greater Nashua, Inc. dba Gateways Community Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS - Service Coordination Certifications*

Budget Period *07/01/25 - 12/31/26 (SFY26)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$8,166
2. Fringe Benefits	$2,042
3. Consultants	$11,875
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$6,206
8. (c) Other - Other (specify below)	
Stipend for Completion of Certifications	$12,000
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$40,289
Total Indirect Costs	$0
TOTAL	**$40,289**

DS

Grantee Initials SP

2/13/2025

Date

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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 AREA AGENCY OF GREATER NASHUA, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 12, 1983. 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: **74294**

Certificate Number: **0005766846**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of April A.D. 2022.

David M. Scanlan

Secretary of State

Docusign Envelope ID: 07511193-DE10-43C0-B873-CD0C875B1469

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 GATEWAYS COMMUNITY SERVICES is a New Hampshire Trade Name registered to transact business in New Hampshire on March 20, 2008. 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: **593338**

Certificate Number: **0006291314**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of August A.D. 2023.

David M. Scanlan

Secretary of State

Docusign Envelope ID: 07511193-DE10-43C0-B873-CD0C875B1469

CERTIFICATE OF AUTHORITY

I, James Moran, 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 Area Agency of Greater Nashua, Inc. dba Gateways Community Services.
(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 27, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Sandy Pelletier, Peggy Gilmour, and Tim Leach (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Area Agency of Greater Nashua, Inc. dba Gateways Community Services 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 was **valid thirty (30) days prior to and 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: 2/4/25

James F. Moran
Signature of Elected Officer
Name: James Moran
Title: Board Secretary

Docusign Envelope ID: 07511193-DE10-43C0-B873-CD0C875B1469

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/17/2025

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: Nicole Rhuda PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: nicole:rhuda@usi.com
INSURED Area Agency of Greater Nashua, Inc. dba Gateways Community Services 144 Canal Street 1st Floor Nashua, NH 03064	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Arch Insurance Company — 11150 INSURER B : Granite State Healthcare & Human Svc WC — NONAIC INSURER C : ZNAT Insurance Company — 30120 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			AAPKG1642500	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $25,000 $1,000,000 $3,000,000 $3,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			AAPKG1642500	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			AAFXS3084000	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE $	$3,000,000 $3,000,000 $
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		P02148HCHS2025 3A State: NH M1397101 3A State: NC SC	01/01/2025 01/01/2025	01/01/2026 01/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Professional Liab			AAPKG1642500	07/01/2024	07/01/2025	$1,000,000 Ea. Incident $3,000,000 Aggregate	

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

This Evidence of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Evidence.

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant St.
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ARC

13

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

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

November 7, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $4,380,591 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Area Agency of Greater Nashua, Inc. dba Gateways Community Services	155784	Greater Nashua Area	$516,500
Aspire Living & Learning, Inc.	452185	Greater Concord Area, Stratham, and Bedford	$400,010
Becket Academy, Inc dba LifeConnections Specialized Support Services	TBD	Merrimack, Hillsborough, Rockingham, and Strafford, Counties	$469,504
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	177278	Strafford County	$516,500
Easter Seals of New Hampshire, Inc.	177204	Statewide	$516,500
Granite VNA, Inc.	174069	Greater Concord Area and Lakes Region	$322,543
Northern Human Services	177222	Carroll County	$512,840
Regency Home Health, LLC.	171213	Greater Manchester/Londonderry Area	$516,500
Riverbend Community Health Center, Inc.	177192	Greater Merrimack County	$516,500
Visions for Creative Housing Solutions, Inc.	317948	Grafton County	$93,194
		TOTAL	**$4,380,591**

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Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents ten (10) of the Grant Agreements. The Department anticipates presenting the remaining Grantees' Agreements, which received a pass rating at a future Governor and Council meeting.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing any payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778

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

Respectfully submitted,

Christine santaniello for

Lori A. Weaver
Commissioner

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Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-DIV OF DEVELOPMENTAL SERVICES; DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Area Agency of Nashua dba Gateways Comm.Srvc *155784*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$266,723
2025	102-500731	Contracts for Prog Svc	93009020	$249,777
			Subtotal	***$516,500***

Aspire Living & Learning *452185*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$204,725
2025	102-500731	Contracts for Prog Svc	93009020	$195,285
			Subtotal	***$400,010***

Becket Academy, Inc dba LifeConnections

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$274,092
2025	102-500731	Contracts for Prog Svc	93009020	$195,412
			Subtotal	***$469,504***

Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners *177278*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$330,418
2025	102-500731	Contracts for Prog Svc	93009020	$186,082
			Subtotal	***$516,500***

Easter Seals of New Hampshire *177204*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$257,881
2025	102-500731	Contracts for Prog Svc	93009020	$258,619
			Subtotal	***$516,500***

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Fiscal Details

Granite VNA *174069*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$177,592
2025	102-500731	Contracts for Prog Svc	93009020	$144,951
			Subtotal	***$322,543***

Northern Human Services *177222*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$256,333
2025	102-500731	Contracts for Prog Svc	93009020	$256,507
			Subtotal	***$512,840***

Regency Home Health *171213*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$259,444
2025	102-500731	Contracts for Prog Svc	93009020	$257,056
			Subtotal	***$516,500***

Riverbend Community Health Center, Inc. *177192*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$270,730
2025	102-500731	Contracts for Prog Svc	93009020	$245,770
			Subtotal	***$516,500***

Visions for Creative Housing Solutions *317948*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$52,356
2025	102-500731	Contracts for Prog Svc	93009020	$40,838
			Subtotal	***$93,194***

Grand Total	***$4,380,591***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ARC of NH	Ascentria Community Services	Aspire Living & Learning	Becket Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc., dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Pass or Fail; Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$1,130	$1,173,429	$1400,010	$469,504	$4,060,000	$926,560	$615,000	$82,913	$681,958	$823,018	$322,543	$526,873	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$469,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

Reviewer Name	Title
1 Sandy Feroz	Bureau Chief
2 Kristine Ickes	BEAS Administrator
3 Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Plus Company	Toward Independent Living and Learning, Inc. (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,482	$781,514	$550,600	$119,158	$358,920	$500,000	$93,194	$554,546	$389,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$516,500*	*$516,500*	*$516,500*	*$119,158*	*$358,920*	*$500,000*	*$93,194*	*$516,500*	*$389,600*	$11,066,760

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Subject: RGA-2024-DLTSS-02-WORKF-01 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Area Agency of Greater Nashua, Inc. dba Gateways Community Services		1.4. Grantee Address 144 Canal Street, Nashua, NH 03064	
1.5 Grantee Phone # (603) 459-2717	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $516,500
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: Sandy Pelletier 10/2/2023		1.12. Name & Title of Grantee Signor 1 Sandy Pelletier President/CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Melissa Hardy 10/2/2023		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 10/11/2023			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS SP

Date 10/2/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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Date 10/2/2023

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Intials DS SP

Date 10/27/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4 Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5 Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in Amherst, Brookline, Hollis, Hudson, Litchfield, Mason, Merrimack, Milford, Mont Vernon, Nashua, and Wilton, by implementing projects that align with one (1) or more of the strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must conduct three (3) projects, utilizing a multi-tiered approach, including:

1.2.1. **Project One (1):** Achieve interim outcomes related to Care and Support, which includes, but is not limited to:

1.2.1.1. Utilize multiple sources for recruitment purposes.

1.2.1.2. Hire one (1) part-time staff person to coordinate the next phase of the Care and Support project.

1.2.1.3. Provide sign-on bonuses for new employees, and referral bonuses for existing employees.

1.2.1.4. Provide internships at the Grantee's Gateways Autism Center for college credit or payment through the Grantee.

1.2.1.5. Achieve development and improvement of all aspects of the initial Care and Support program at Alvirne High School.

1.2.1.6. Achieve outreach to local high schools resulting in securing one (1) additional site for the Care and Support project.

1.2.1.7. Hire one (1) teacher to implement the Care and Support course at the new Grantee site.

1.2.1.8. Promote the Care and Support program to recruit 10 to 12 students for the 2024-2025 school year.

1.2.1.9. Implement an 18-week course to assist the participants in earning their Direct Support Professionals (DSP) certification during the 2024-2025 school year calendar.

1.2.1.10. Assist the graduates of the course to seek and secure job opportunities.

1.2.1.11. Explore the feasibility of running the course in the local community or technical colleges for students who are in Human Services programs.

1.2.1.12. Follow up with the area agency in Salem, and research the feasibility of implementing the Care and Support project in Salem High School.

1.2.1.13. Sharing information with other area agencies regarding the Care and Support project and assisting them in replicating the model in their catchment areas and present to provider association and Area Agency association.

1.2.2. **Project two (2):** Achieve interim outcomes related to its service coordination workforce, including but not limited to:

1.2.2.1. Hire one (1) consultant to review all national efforts/examples related to special certification for Service Coordinators.

1.2.2.2. Identify specialty certification areas most beneficial for the needs of the individuals served by the Grantee's Service Coordinators.

1.2.2.3. Develop a comprehensive plan for a pilot program that identifies how to set up instruction, training, and evaluation related to achieving certification in identified topic areas.

1.2.2.4. Recruit up to nine (9) Service Coordinators who are interested in obtaining certification in specialty areas.

1.2.2.5. Hire instructors/consultants and/or enter into agreements with national programs to train the participating Service Coordinators.

1.2.2.6. Evaluate the project and its outcomes after two (2) cycles of training to develop strategies for continual improvement.

1.2.3. **Project three (3):** Implement effective recruitment and retention processes including, but not limited to:

1.2.3.1. Reduce the DSP/FME turnover rate from 29% to 20% during the grant agreement period.

1.2.3.2. Hire one (1) consultant to conduct a national search, and gather information, regarding unique and special programs in other states related to recruitment and training of staff from local immigrant populations.

1.2.3.3. Design DSP recruitment training specifically tailored for immigrants.

1.2.3.4. Study and modify current training curriculum to improve results with immigrant DSP prospects.

1.2.3.5. Create a paid mentorship step for long-term DSPs as a part of the newly created training program.

1.2.3.6. Develop and experiment with multimedia recruitment efforts specifically designed to reach local immigrant populations.

1.2.3.7. Introduce the use of incentives, including but not limited to stipends for daycare and phone cards, and assess their impact on DSP recruitment, retention and longevity.

1.2.3.8. Evaluate the effectiveness of the project and incorporate the successful elements into Gateways' overall DSP recruitment, training, and DSP retention practices.

1.2.3.9. Collaborate with other providers and area agencies that operate in regions with notable immigrant populations, and share project findings.

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the three (3) projects as outlined in Subsection 1.2 above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for any activity, project, or initiative not completed on time, or not demonstrating progress, on a quarterly basis no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing an activity on schedule, and

1.3.2.2. A plan to complete the activity, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Project statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of each project, which must include supporting documentation. Grantees must only include aggregate and de-identifiable information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1 Budget through Exhibit C-6 Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

        Financial Manager
        Department of Health and Human Services
        105 Pleasant Street
        Concord, NH 03301

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

   9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

      9.1.1. Condition A - The Grantee 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.

      9.1.2. Condition B - The Grantee 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.

      9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

   9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

      9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

   9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

   9.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual

financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

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

New Hampshire Department of Health and Human Services

Contractor Name: *Area Agency of Greater Nashua dba Gateways Community Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS - Care and Support Project*

Budget Period *G&C Approval Date through 6/30/24*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$26,687	
2. Fringe Benefits	$6,672	
3. Consultants	$2,736	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office		
6. Travel	$0	
7. Software	$4,000	

DS

Contractor Initials SP

Date 10/2/2023

8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below).	$75	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$40,170	
Total Indirect Costs	$0	
TOTAL	$40,170	

DS
Contractor Initials SP

Date 10/2/2023

New Hampshire Department of Health and Human Services

Contractor Name: *Area Agency of Greater Nashua dba Gateways Community Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS - Service Coordination Certifications*

Budget Period *G&C Approval Date through 6/30/24*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$8,166	
2. Fringe Benefits	$2,042	
3. Consultants	$11,875	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	

DS

Contractor Initials SP

Date 10/2/2023

8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$8,206	
8. (c) Other - Other (specify below)		
Stipend for Completion of Certifications	$12,000	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$40,289	
Total Indirect Costs	$0	
TOTAL	$40,289	

DS

SP

Contractor Initials

Date 10/2/2023

New Hampshire Department of Health and Human Services

Contractor Name: *Area Agency of Greater Nashua dba Gateways Community Services*

Budget Request for: *Target Recruitment for Immagrants*

Budget Period *G&C Approval Date through 6/30/24*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost Funded by DHHS	
1. Salary & Wages	$67,947	
2. Fringe Benefits	$16,987	
3. Consultants	$5,000	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	

DS

SP

Contractor Initials

Date 10/2/2023

8. (a) Other - Marketing/ Communications	$8,010	
8. (b) Other - Education and Training	$12,000	
8. (c) Other - Other (specify below)		
Daycare vouchers	$39,570	
Phone vouchers	$6,750	
Retention Bonus	$30,000	
9. Subrecipient Contracts	$0	
Total Direct Costs	$186,264	
Total Indirect Costs	$0	
TOTAL	$186,264	

DS

Contractor Initials SP

Date 10/2/2023

New Hampshire Department of Health and Human Services

Contractor Name: *Area Agency of Greater Nashua dba Gateways Community Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS - Care and Support Project*

Budget Period *7/1/24 - 3/31/25*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost Funded by DHHS	
1. Salary & Wages	$25,344	
2. Fringe Benefits	$6,336	
3. Consultants	$820	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office		
6. Travel	$0	
7. Software	$2,000	

DS

Contractor Initials SP

Date 10/2/2023

8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$34,500	
Total Indirect Costs	$0	
TOTAL	$34,500	

DS

Contractor Initials SP

Date 10/2/2023

New Hampshire Department of Health and Human Services

Contractor Name: *Area Agency of Greater Nashua dba Gateways Community Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS - Service Coordination Certifications*

Budget Period *7/1/24 - 3/31/25*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost Funded by DHHS	
1. Salary & Wages	$7,833	
2. Fringe Benefits	$1,958	
3. Consultants	$4,926	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	

DS

SP

Contractor Initials

Date 10/2/2023

8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$8,310	
8. (c) Other - Other (specify below)		
Stipend for Completion of Certifications	$15,000	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$39,027	
Total Indirect Costs	$0	
TOTAL	$39,027	

DS

SP

Contractor Initials

10/2/2023

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Area Agency of Greater Nashua dba Gateways Community Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS - Target Recruitment for Immagrants*

Budget Period *7/1/24 - 3/31/25*

Indirect Cost Rate (If applicable) 0.00%

Line Item	Program Cost Funded by DHHS	
1. Salary & Wages	$60,000	
2. Fringe Benefits	$15,000	
3. Consultants	$5,000	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	

Contractor Initials SP DS

Date 10/2/2023

8. (a) Other - Marketing/ Communications	$7,500	
8. (b) Other - Education and Training	$12,000	
8. (c) Other - Other (specify below)		
Daycare vouchers	$40,000	
Phone vouchers	$6,750	
Retention Bonus	$30,000	
9. Subrecipient Contracts	$0	
Total Direct Costs	$176,250	
Total Indirect Costs	$0	
TOTAL	$176,250	

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 SP (DS)

Date 10/2/2023

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: Area Agency of Greater Nashua, Inc.

10/2/2023
Date

DocuSigned by:
Sandy Pelletier
Name: Sandy Pelletier
Title: President/CEO

Docusign Envelope ID: 07511193-DE10-43C0-B873-CD0C875B1469

DocuSign Envelope ID: F0FE0A1A-B80B-4206-8B3E-3A0DF841AEDE

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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Area Agency of Greater Nashua, Inc.

10/2/2023
Date

DocuSigned by:
Sandy Pelletier
Name: Sandy Pelletier
Title: President/CEO

DS
SP
Vendor Initials
10/2/2023
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Name: Area Agency of Greater Nashua, Inc.

10/2/2023
Date

DocuSigned by:
Sandy Pelletier
Name: Sandy Pelletier
Title: President/CEO

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 Contractor 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:

Contractor 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.

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Contractor Initials

Date 10/2/2023

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Area Agency of Greater Nashua, Inc.

10/2/2023
Date

DocuSigned by:
Sandy Pelletier
Name: Sandy Pelletier
Title: President/CEO

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 Contractor 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 Contractor 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.

Contractor Name: Area Agency of Greater Nashua, Inc.

10/2/2023
Date

DocuSigned by:
Sandy Pelletier
Name: Sandy Pelletier
Title: President/CEO

Contractor Initials: SP
Date: 10/2/2023

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

DS
SP
Contractor Initials
Date 10/2/2023

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 (UEI #)
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: Area Agency of Greater Nashua, Inc.

DocuSigned by:
Sandy Pelletier

10/2/2023
Date

Name: Sandy Pelletier
Title: President/CEO

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: 155784

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Aspire Living & Learning, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on November 29, 2023 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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 G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget, Amendment #1 through Exhibit C-3, Budget, Amendment #1,

3. Modify Exhibit C-1, Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

DS
Contractor Initials LG
Date 2/21/2025

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 April 1, 2025; 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

2/24/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Aspire Living & Learning, Inc.

2/21/2025
Date

DocuSigned by:
Lou Gramma
Name: Lou Gramma
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/24/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Contractor Name:	*Aspire Living & Learning*
Budget Request for:	*Workforce Recruitment & Retention Strategies - HCBS - Creating the Next Generation Workforce Devel. Program*
Budget	*11/29/23 - 6/30/24 (SFY24)*
Indirect Cost Rate (if applicable)	0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$50,848
2. Fringe Benefits	$3,892
3. Consultants	$10,750
4. Equipment Indirect cost rate cannot be applied to	$21,380
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$3,893
6. Travel	$700
7. Software	$12,000
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$103,463
Total Indirect Costs	$0
TOTAL	$103,463

DS

Grantee Intitials VG

Date 2/21/2025

New Hampshire Department of Health and Human Services

Contractor Name:	*Aspire Living & Learning*
Budget Request for:	*Workforce Recruitment & Retention Strategies - HCBS - Creating the Next Generation Workforce Devel. Prgm.*
Budget	*07/01/24 - 06/31/25 (SFY25)*
Indirect Cost Rate (if applicable)	0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$102,960
2. Fringe Benefits	$28,080
3. Consultants	$22,500
4. Equipment Indirect cost rate cannot be applied to	$19,745
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$4,000
6. Travel	$2,000
7. Software	$12,000
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$4,000
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$195,285
Total Indirect Costs	$0
TOTAL	$195,285

DS

Grantee Initials LG

Date 2/21/2025

New Hampshire Department of Health and Human Services

Contractor Name:	*Aspire Living & Learning*
Budget Request for:	*Workforce Recruitment & Retention Strategies - HCBS - Creating the Next Generation Workforce Devel. Prgm.*
Budget	*07/01/25 - 12/31/25 (SFY26)*
Indirect Cost Rate (if applicable)	0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$20,912
2. Fringe Benefits	$14,828
3. Consultants	$34,750
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and	$22,365
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$107
6. Travel	$2,800
7. Software	$1,500
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$4,000
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$101,262
Total Indirect Costs	$0
TOTAL	$101,262

DS
LG

Grantee Initials ____

Date 2/21/2025

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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 ASPIRE LIVING & LEARNING, INC. is a Vermont Nonprofit Corporation registered to transact business in New Hampshire on October 01, 1984. 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: **77972**

Certificate Number: **0006289552**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 31st day of July A.D. 2023.

David M. Scanlan

Secretary of State

Docusign Envelope ID: A3D2DCF7-6D68-464E-AD11-8CE945927AE6

CERTIFICATE OF AUTHORITY

I, Erica Hare, 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 Aspire Living & Learning, 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 June 10, 2023, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Lou Giramma, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Aspire Living & Learning, 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 was **valid thirty (30) days prior to and 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: 2/21/25

Erica M Hare

Signature of Elected Officer

Name: Erica Hare

Title: Chief Finance & Strategy Offi

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ASPILIV-01 TWILLIAMSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/3/2024

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 Denis, Ricker & Brown - MTP PO Box 565 Montpelier, VT 05601-0565	CONTACT NAME: Tara Williamson PHONE (A/C, No, Ext): (802) 262-1422 FAX (A/C, No): (802) 229-6770 E-MAIL ADDRESS: twilliamson@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Homestate Insurance Company	20044
INSURER B : National Fire & Marine Insurance Company	20079
INSURER C : Travelers Casualty Insurance Company of Americ	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Aspire Living & Learning, Inc
2096 Airport Road
Barre, VT 05641

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			47-SPK-261062-04	7/1/2024	7/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 20,000
							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:						Abuse/Molestati	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO			47RWS26106304	7/1/2024	7/1/2025	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)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR			42SUM26106404	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 10,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED [X] RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A		UB-6T184379-23-51-K	7/1/2024	7/1/2025	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liabili			47-SPK-261062-04	7/1/2024	7/1/2025	Each Incident	1,000,000
A	Professional Liabili			47-SPK-261062-04	7/1/2024	7/1/2025	Aggregate	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REF: RGA-2025-DLTSS-01-WORKF

CERTIFICATE HOLDER

State of New Hampshire, Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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13

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

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

November 7, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $4,380,591 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Area Agency of Greater Nashua, Inc. dba Gateways Community Services	155784	Greater Nashua Area	$516,500
Aspire Living & Learning, Inc.	452185	Greater Concord Area, Stratham, and Bedford	$400,010
Becket Academy, Inc dba LifeConnections Specialized Support Services	TBD	Merrimack, Hillsborough, Rockingham, and Strafford, Counties	$469,504
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	177278	Strafford County	$516,500
Easter Seals of New Hampshire, Inc.	177204	Statewide	$516,500
Granite VNA, Inc.	174069	Greater Concord Area and Lakes Region	$322,543
Northern Human Services	177222	Carroll County	$512,840
Regency Home Health, LLC.	171213	Greater Manchester/Londonderry Area	$516,500
Riverbend Community Health Center, Inc.	177192	Greater Merrimack County	$516,500
Visions for Creative Housing Solutions, Inc.	317948	Grafton County	$93,194
		TOTAL	**$4,380,591**

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Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents ten (10) of the Grant Agreements. The Department anticipates presenting the remaining Grantees' Agreements, which received a pass rating at a future Governor and Council meeting.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing any payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778

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

Respectfully submitted,

christine santaniello for

Lori A. Weaver
Commissioner

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Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-DIV OF DEVELOPMENTAL SERVICES; DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Area Agency of Nashua dba Gateways Comm.Srvc *155784*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$266,723
2025	102-500731	Contracts for Prog Svc	93009020	$249,777
			Subtotal	***$516,500***

Aspire Living & Learning *452185*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$204,725
2025	102-500731	Contracts for Prog Svc	93009020	$195,285
			Subtotal	***$400,010***

Becket Academy, Inc dba LifeConnections

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$274,092
2025	102-500731	Contracts for Prog Svc	93009020	$195,412
			Subtotal	***$469,504***

Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners *177278*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$330,418
2025	102-500731	Contracts for Prog Svc	93009020	$186,082
			Subtotal	***$516,500***

Easter Seals of New Hampshire *177204*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$257,881
2025	102-500731	Contracts for Prog Svc	93009020	$258,619
			Subtotal	***$516,500***

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Fiscal Details

Granite VNA *174069*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$177,592
2025	102-500731	Contracts for Prog Svc	93009020	$144,951
			Subtotal	***$322,543***

Northern Human Services *177222*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$256,333
2025	102-500731	Contracts for Prog Svc	93009020	$256,507
			Subtotal	***$512,840***

Regency Home Health *171213*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$259,444
2025	102-500731	Contracts for Prog Svc	93009020	$257,056
			Subtotal	***$516,500***

Riverbend Community Health Center, Inc. *177192*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$270,730
2025	102-500731	Contracts for Prog Svc	93009020	$245,770
			Subtotal	***$516,500***

Visions for Creative Housing Solutions *317948*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$52,356
2025	102-500731	Contracts for Prog Svc	93009020	$40,838
			Subtotal	***$93,194***

Grand Total	***$4,380,591***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ARC of NH	Ascentria Community Services	Aspire Living & Learning	Beckett Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc., dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$1,501,000	$1,173,429	$400,010	$469,504	$4,060,000	$926,580	$615,000	$582,913	$681,958	$823,018	$322,543	$526,673	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$469,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

Reviewer Name	Title
1 Sandy Feroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Plus Company	Toward Independent Living and Learning, Inc. (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dbe Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,462	$781,514	$550,000	$119,156	$358,920	$500,000	$93,194	$554,546	$389,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$516,500*	*$516,500*	*$516,500*	*$119,156*	*$358,920*	*$500,000*	*$93,194*	*$516,500*	*$389,600*	$11,066,760

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DocuSign Envelope ID: 5AD3512C-E930-4382-814D-32A859A03AE7

Subject: RGA-2024-DLTSS-02-WORKF-03 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Aspire Living & Learning, Inc.		1.4. Grantee Address 38 Portsmouth Avenue, Suite D, Stratham, NH 03885	
1.5 Grantee Phone # (603)316-1656	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $400,010
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11 Grantee Signature 1 DocuSigned by: Lou Giramma 10/6/2023 38FB8FAA1A6E47A...		1.12. Name & Title of Grantee Signor 1 Lou Giramma CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Melissa Hardy 10/9/2023 1323A24040DF405...		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 10/11/2023 74075484941400...			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS LG
Date 10/6/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Intials DS VG

Date 10/6/2023

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

DS

Contractor Initials VG

Date 10/6/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee 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.

Grantee Initials DS IG

Date 10/6/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize funding provided under this Agreement to increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in the Greater Concord area, Stratham, and Bedford, by implementing programs and activities that align with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must develop a comprehensive program to increase the Direct Support Professional (DSP) workforce to enable the Grantee to implement new models of person-centered services that support individuals with IDD. The Grantee must:

1.2.1. Collaborate with GoodLife Innovations to assess the organization's approach to workforce development, in order to:

1.2.1.1. Improve quality of services;

1.2.1.2. Increase direct support workforce stability;

1.2.1.3. Enable direct support professionals to utilize resources to enhance efficiency with effective results;

1.2.1.4. Launch planning processes to deliver next-generation services;

1.2.1.5. Implement workforce solutions to increase staffing stability, quality, and cost of current services;

1.2.1.6. Assemble a comprehensive and innovative package of workforce interventions, capitalizing on organizational strengths.

1.2.2. Expand pilot programs statewide, which includes, but is not limited to:

1.2.2.1. Expanding the mentor program to all frontline supervisors.

1.2.2.2. The addition of a pilot program of DSP peer mentors to provide expert DSPs the opportunity to develop

professionally, and support their peers through Skills Based Training (SBT).

1.2.2.3. Reorganization of the Grantee's benefits package.

1.2.3. Develop and hire for a temporary Community Connector position with responsibilities including, but not limited to:

1.2.3.1. Connecting with communities facing barriers to joining or staying in the DSP workforce.

1.2.3.2. Identifying and promote existing community resources.

1.2.3.3. Proposing recommendations to Grantee leadership for accommodations, flexibility, or supports that may be offered.

1.2.4. Roll out an 'ALL Onboard' onboarding program to develop person-centered competencies and promote employee engagement by:

1.2.4.1. Providing classes taught by local experts as well as professionals from across the organization; and

1.2.4.2. Equipping three (3) classrooms with:

1.2.4.2.1. Smart TV;

1.2.4.2.2. Smart whiteboard;

1.2.4.2.3. Router;

1.2.4.2.4. Chromebooks; and

1.2.4.2.5. Speakers/Microphones.

1.2.5. Pilot a new evidence-based approach including, but not limited to:

1.2.5.1. Innovative Scheduling.

1.2.5.2. Purchasing a scheduling/payroll software to manage more complex scheduling and payment methods.

1.2.5.3. Smart technology for shared living, and identifying interest in and secure devices to support individuals with indirect or remote supervision to increase independence and reduce demand for DSPs.

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the programs and activities as specified in Subsection 1.2 above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for programs and activities not completed on time or not demonstrating progress, on a quarterly basis no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing an activity on schedule or not demonstrating progress; and

1.3.2.2. A plan to complete the activity, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Program and activity statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the programs and activities, which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

        Financial Manager
        Department of Health and Human Services
        105 Pleasant Street
        Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

   9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

      9.1.1. Condition A - The Grantee 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.

      9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

      9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

   9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

      9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

   9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

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

New Hampshire Department of Health and Human Services

Contractor	Aspire Living & Learning
Budget Request	Workforce Recruitment & Retention Strategies - HCBS - Creating the Next Generation Workforce Devel. Program
Budget	Effective Date through 6/30/24
Indirect Cost Rate (if applicable)	0.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$71,760	
2. Fringe Benefits	$18,720	
3. Consultants	$45,500	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$43,745	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$4,000	
6. Travel	$5,000	
7. Software	$12,000	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$4,000	
8. (c) Other - Other (specify below)		
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	

Contractor Initials DS LG

Date 10/6/2023

9. Subrecipient Contracts	$0	
Total Direct Costs	$204,725	
Total Indirect Costs	$0	
TOTAL	$204,725	

Contractor Initials DS VG

Date 10/6/2023

New Hampshire Department of Health and Human Services

Contractor	Aspire Living & Learning
Budget Request	Workforce Recruitment & Retention Strategies - HCBS - Creating the Next Generation Workforce Devel. Prgm.
Budget	7/1/24 - 3/31/25
Indirect Cost Rate (if applicable)	0.00%

Line Item	Program Cost Funded by DHHS	
1. Salary & Wages	$102,960	
2. Fringe Benefits	$28,080	
3. Consultants	$22,500	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$19,745	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$4,000	
6. Travel	$2,000	
7. Software	$12,000	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$4,000	
8. (c) Other - Other (specify below)		
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$195,285	

DS

Contractor Initials VG

Date 10/6/2023

Total Indirect Costs	$0	
TOTAL	$195,265	

DS

Contractor Initials

Date 10/6/2023

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 DS LG
Date 10/6/2023

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: Aspire Living & Learning

10/6/2023
Date

DocuSigned by:
Lou Giramma
Name: Lou Giramma
Title: CEO

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Aspire Living & Learning

10/6/2023
Date

DocuSigned by:
Lou Giramma
Name: Lou Giramma
Title: CEO

DS
LG
Vendor Initials
10/6/2023
Date

New Hampshire Department of Health and Human Services
Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Name: Aspire Living & Learning

10/6/2023
Date

DocuSigned by:
Lou Giramma
88F89FAA1ACE47A...
Name: Lou Giramma
Title: CEO

DS
LG
Contractor Initials
10/6/2023
Date

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 Contractor 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:

Contractor 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.

DS
LG

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Aspire Living & Learning

10/6/2023
Date

DocuSigned by:
Lou Giramma
Name: Lou Giramma
Title: CEO

Docusign Envelope ID: A3D2DCF7-6D68-464E-AD11-8CE945927AE6

DocuSign Envelope ID: 5AD3512C-E930-4382-814D-32A859A03AE7

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 Contractor 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 Contractor 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.

Contractor Name: Aspire Living & Learning

10/6/2023
Date

DocuSigned by:
Lou Giramma
Name: Lou Giramma
Title: CEO

Docusign Envelope ID: A3D2DCF7-6D68-464E-AD11-8CE945927AE6

DocuSign Envelope ID: 5AD3512C-E930-4382-814D-32A859A03AE7

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

DS

VG

Contractor Initials

Date 10/6/2023

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 (UEI #)
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: Aspire Living & Learning

10/6/2023
Date

DocuSigned by:
Lou Gramma
Name: Lou Gramma
Title: CEO

Docusign Envelope ID: A3D2DCF7-6D68-464E-AD11-8CE945927AE6

DocuSign Envelope ID: 5AD3512C-E930-4382-814D-32A859A03AE7

FORM A

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

1. The UEI (SAM.gov) number for your entity is: 155317514

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Becket Academy, Inc., d/b/a LifeConnections Specialized Support Services ("the Contractor").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on November 29, 2023 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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 G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms; Section 4., to read:

   4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget, Amendment #1 and Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1 Budget, by replacing in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C-2 Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

2/20/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Becket Academy, Inc., d/b/a LifeConnections Specialized Support Services

2/20/2025
Date

DocuSigned by:
Name: Jennifer Cordaro
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

2/21/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Contractor Name: *Becket Academy, Inc dba LifeConnections Specialized Support Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *11/29/23 - 6/30/24 (SFY24)*

Indirect Cost Rate (if applicable) 9.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$152,800
2. Fringe Benefits	$42,784
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$2,063
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$1,584
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$3,662
8. (b) Other - Education and Training	$6,793
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$209,686
Total Indirect Costs	$0
TOTAL	**$209,686**

DS

Grantee Initials

2/20/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Becket Academy, Inc dba LifeConnections Specialized Support Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *07/01/2024 - 06/31/2025 (SFY 25)*

Indirect Cost Rate (If applicable) 9.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$146,625
2. Fringe Benefits	$41,055
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$2,500
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$500
6. Travel	$2,232
7. Software	$0
8. (a) Other - Marketing/ Communications	$2,500
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$195,412
Total Indirect Costs	$0
TOTAL	**$195,412**

DS

Grantee Initials

2/20/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Becket Academy, Inc dba LifeConnections Specialized Support Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *07/01/2025 -12/31/2025 (SFY 26)*

Indirect Cost Rate (if applicable) 9.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$42,950
2. Fringe Benefits	$12,026
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$437
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$416
6. Travel	$3,032
7. Software	$0
8. (a) Other - Marketing/ Communications	$4,838
8. (b) Other - Education and Training	$707
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$64,406
Total Indirect Costs	$0
TOTAL	**$64,406**

DS

Grantee Initials

2/20/2025

Date

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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 BECKET ACADEMY, INC. is a Maine Nonprofit Corporation registered to transact business in New Hampshire on February 02, 2012. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: **665575**

Certificate Number: **0006293927**

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 August A.D. 2023.

David M. Scanlan

Secretary of State

Docusign Envelope ID: 55FFD9F6-51F0-45E7-8CCB-12CA5A7C5997

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 LIFECONNECTIONS SPECIALIZED SUPPORT SERVICES is a New Hampshire Trade Name registered to transact business in New Hampshire on September 20, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **881317**

Certificate Number: **0006295907**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of August A.D. 2023.

David M. Scanlan

Secretary of State

Docusign Envelope ID: 55FFD9F6-51F0-45E7-8CCB-12CA5A7C5997

CERTIFICATE OF AUTHORITY

I, David A. Chabot, 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 Becket Academy, Inc. d.b.a. LifeConnections
(Corporation/LLC Name) Specialized Support Services

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 December 5, 2024, at which a quorum of the Directors/~~shareholders~~ were present and voting.
(Date)

VOTED: That Jennifer Cordaro, Executive Director (may list more than one person)
(Name and Title of Contract Signatory)
is duly authorized on behalf of Becket Academy, Inc. Specialized Support Services dba Life Connections 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 was **valid thirty (30) days prior to and 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: February 19, 2025

David A. Chabot
Signature of Elected Officer
Name: David A. Chabot
Title: Secretary

BECKFAM-01 CASST1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/9/2025

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	CONTACT NAME:	
Digital Insurance LLC- Rutland, VT 98 Merchants Row Rutland, VT 05701	PHONE (A/C, No, Ext): (802) 775-2311	FAX (A/C, No): (802) 775-8246
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemn Insurance	18058
INSURED Becket Academy, Inc. dba LifeConnections Specialized Support Services PO Box 325 Orford, NH 03777	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			PHPK2576696-016	7/7/2024	7/7/2025	EACH OCCURRENCE	$ 1,000,000
	X molest/prof 1/3						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							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 LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			PHPK2576692-016	7/7/2024	7/7/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB872758-016	7/7/2024	7/7/2025	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000						Aggregate	$ 4,000,000
	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	General Liability			PHPK2576696-016	7/7/2024	7/7/2025	Aggregate	3,000,000
A	Directors & Officers			PHSD1811851-017	7/14/2024	7/14/2025		

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

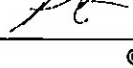
CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

7/7/2025

DATE (MM/DD/YYYY) 7/3/2024

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 Lockton Companies, LLC 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1529919 Becket Academy, Inc. dba LifeConnections Specialized Support Services P.O. Box 325 Orford, NH 03777	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Maine Employers' Mutual Insurance Co / 11149 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 19808940 **REVISION NUMBER:** XXXXXXX

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			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	☐ ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	☐ DED ☐ RETENTION $							$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	N	5101800529	7/7/2024	7/7/2025	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

19808940
State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ARC

13

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

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

November 7, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $4,380,591 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Area Agency of Greater Nashua, Inc. dba Gateways Community Services	155784	Greater Nashua Area	$516,500
Aspire Living & Learning, Inc.	452185	Greater Concord Area, Stratham, and Bedford	$400,010
Becket Academy, Inc dba LifeConnections Specialized Support Services	TBD	Merrimack, Hillsborough, Rockingham, and Strafford, Counties	$469,504
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	177278	Strafford County	$516,500
Easter Seals of New Hampshire, Inc.	177204	Statewide	$516,500
Granite VNA, Inc.	174069	Greater Concord Area and Lakes Region	$322,543
Northern Human Services	177222	Carroll County	$512,840
Regency Home Health, LLC.	171213	Greater Manchester/Londonderry Area	$516,500
Riverbend Community Health Center, Inc.	177192	Greater Merrimack County	$516,500
Visions for Creative Housing Solutions, Inc.	317948	Grafton County	$93,194
		TOTAL	**$4,380,591**

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Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents ten (10) of the Grant Agreements. The Department anticipates presenting the remaining Grantees' Agreements, which received a pass rating at a future Governor and Council meeting.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing any payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778

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

Respectfully submitted,

christine santaniello for

Lori A. Weaver
Commissioner

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Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-DIV OF DEVELOPMENTAL SERVICES; DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Area Agency of Nashua dba Gateways Comm.Srvc *155784*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$266,723
2025	102-500731	Contracts for Prog Svc	93009020	$249,777
			Subtotal	***$516,500***

Aspire Living & Learning *452185*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$204,725
2025	102-500731	Contracts for Prog Svc	93009020	$195,285
			Subtotal	***$400,010***

Becket Academy, Inc dba LifeConnections

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$274,092
2025	102-500731	Contracts for Prog Svc	93009020	$195,412
			Subtotal	***$469,504***

Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners *177278*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$330,418
2025	102-500731	Contracts for Prog Svc	93009020	$186,082
			Subtotal	***$516,500***

Easter Seals of New Hampshire *177204*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$257,881
2025	102-500731	Contracts for Prog Svc	93009020	$258,619
			Subtotal	***$516,500***

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Fiscal Details

Granite VNA *174069*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$177,592
2025	102-500731	Contracts for Prog Svc	93009020	$144,951
			Subtotal	***$322,543***

Northern Human Services *177222*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$256,333
2025	102-500731	Contracts for Prog Svc	93009020	$256,507
			Subtotal	***$512,840***

Regency Home Health *171213*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$259,444
2025	102-500731	Contracts for Prog Svc	93009020	$257,056
			Subtotal	***$516,500***

Riverbend Community Health Center, Inc. *177192*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$270,730
2025	102-500731	Contracts for Prog Svc	93009020	$245,770
			Subtotal	***$516,500***

Visions for Creative Housing Solutions *317948*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$52,356
2025	102-500731	Contracts for Prog Svc	93009020	$40,838
			Subtotal	***$93,194***

Grand Total	***$4,380,591***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID #: RGA-2024-DLTSS-02-WORKF

Project Title: Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ARC of NH	Ascentria Community Services	Aspire Living & Learning	Becket Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc.; dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$469,504	$4,060,000	$926,560	$515,000	$82,913	$681,958	$823,018	$322,543	$526,673	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$469,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

Reviewer Name	Title
1 Sandy Feroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEJAZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Plus Company	Toward Independent Living and Learning, Inc. (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,482	$781,514	$550,000	$119,158	$358,920	$500,000	$93,194	$554,546	$389,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$516,500*	*$516,500*	*$516,500*	*$119,158*	*$358,920*	*$500,000*	*$93,194*	*$516,500*	*$389,600*	$11,066,760

FORM NUMBER G-1 (version 11/2021)

Subject: RGA-2024-DLTSS-02-WORKF-04 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Becket Academy, Inc. dba LifeConnections Specialized Support Services		1.4. Grantee Address 60 Rogers Street Manchester NH 03103	
1.5 Grantee Phone # (603) 625-8825	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $469,504
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: 10/3/2023 80D6A065B4A4423...		1.12. Name & Title of Grantee Signor 1 Jennifer Cordaro Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: 10/3/2023 1323A240400F495...		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 10/3/2023 748734844941460...			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS
Date 10/3/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project; the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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Contractor Intials

Date 10/3/2023

Docusign Envelope ID: 55FFD9F6-51F0-45E7-8CCB-12CA5A7C5997

DocuSign Envelope ID: 21684DD8-48ED-4611-A026-7A6E03C43B95

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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Contractor Intials

Date 10/3/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4 Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5 Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce by implementing programs and activities that align with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must conduct the programs and activities in the following regions:

1.2.1. Region IV: Allenstown, Bow, Concord, Pembroke, and Weare;

1.2.2. Region VII: Manchester, Auburn, Bedford, Candia, Goffstown, Hooksett, Londonderry, and New Boston;

1.2.3. Region VIII: Portsmouth, Stratham, Hampton, Hampton Falls, Kensington, Newfields, Newington, Newmarket, Northwood, Nottingham, Raymond, Rye, Seabrook, and Stratham;

1.2.4. Region IX: Barrington, Dover, Durham, Farmington, Lee, Madbury, New Durham, Rochester, Rollinsford, Somersworth, and Strafford; and

1.2.5. Region X: Atkinson, Chester, Danville, Derry, Hampstead, Plaistow, Salem, and Windham.

1.3. The Grantee must provide professional development opportunities, career pathways, and employee recognition programs, including effective targeted recruitment strategies. The Grantee must:

1.3.1. Develop a dedicated *New Hampshire Workforce Development Team* to provide targeted recruitment and onboarding of frontline staff with a focus on retention through:

1.3.1.1. Targeted training;

1.3.1.2. Success coaching for frontline staff; and

1.3.1.3. Professional development and employee recognition initiatives.

1.3.2. Ensure the Workforce Development Team includes, but is not limited to:

1.3.2.1. Hiring a dedicated NH Recruitment and Hiring Manager responsible for:

1.3.2.1.1. Developing realistic job previews, screening, interviewing and outreach via various recruitment platforms; and

1.3.2.1.2. Facilitating local collaboration opportunities with community partner agencies and organizations as well as local high schools and community colleges.

1.3.2.2. Hiring a NH Professional Development Coach responsible for:

1.3.2.2.1. Providing confidential and voluntary support to the Grantee's direct support professionals and shared living providers;

1.3.2.2.2. Providing employees with confidential assistance to address needs and issues that may prevent an employee from being able to work;

1.3.2.2.3. Developing recognition programs specific to New Hampshire;

1.3.2.2.4. Work with frontline supervisors to ensure Direct Support Professionals (DSPs) are given competent and supportive supervision and professional development opportunities.

1.3.2.3. Hiring a DSP Training Manager responsible for:

1.3.2.3.1. Ensuring DSPs receive Grantee-specific, competency-based ladder training DSP-I, DSP-II, and DSP-III, as outlined in paragraph 1.3.3 below; and

1.3.2.3.2. Coordinating specialized trainings focused on dual diagnosis in IDD, trauma informed care, effective healthcare coordination, and crisis prevention training to support individuals with complex medical and behavioral health needs.

1.3.3. Provide frontline staff with a comprehensive competency-based training program, in addition to specialized training and coaching, that

follows the employee and provides them with a career ladder in the field including but not limited to:

1.3.3.1. DSP I (Introduction to IDD) – 30 hours

1.3.3.1.1. Introductory courses including Mandt system of de-escalation and crisis management, introduction to IDD, documentation, person-centered practices and on the job shadowing. DSP's who successfully complete this course will receive a $500.00 bonus from the Grantee, and will have access to the NADSP E-Badge Academy for ongoing training and to obtain national certification.

1.3.3.2. DSP II (Intermediate) – 30 hours

1.3.3.2.1. Organizational culture, positive behavior support, healthcare coordination, leadership and diversity. Staff must have six months of work experience as a DSP I as a pre-requisite to the DSP II training. DSP's who successfully complete this course will receive a $500.00 bonus from the Grantee and will have access to the NADSP E-Badge Academy for ongoing training and to obtain national certification.

1.3.3.3. DSP III (Advanced) – 30 hours

1.3.3.3.1. Specialized training in the areas of trauma informed care, IDD and dual diagnosis and Dialectical Behavior Therapy strategies for Frontline Staff to enable staff to support at-risk clients who have complex behavioral health and medical needs. One (1) year of work experience as a DSP and successful completion of the DSP I and DSP II training is a pre-requisite to the DSP III training. DSP's who successfully complete this course will receive a $500.00 bonus from the Grantee and will have access to the NADSP E-Badge Academy for ongoing training and to obtain national certification.

1.4. Reporting Requirements

1.4.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the programs and activities as specified in Subsection 1.3 above, which must include:

1.4.1.1. Progress to date;

1.4.1.2. Estimated completion dates; and

1.4.1.3. Any barriers to completion.

1.4.2. The Grantee must submit a Corrective Action Plan to the Department for any program or activities not completed on time, or not demonstrating progress, on a quarterly basis no later than ten (10) business days after each quarter-end date, that must include:

1.4.2.1. The reason or barrier for not completing a program or activity on schedule; and

1.4.2.2. A plan to complete the activities, which must include a timeline.

1.4.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.4.3.1. Program and activity statuses and/or completion dates; and

1.4.3.2. An impact statement on the success of the program and activities, which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.4.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.4.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and

expenditure requirements under this Agreement so as to achieve compliance therewith.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

   9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

      9.1.1. Condition A - The Grantee 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.

      9.1.2. Condition B - The Grantee 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.

      9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

   9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

      9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

   9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

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

New Hampshire Department of Health and Human Services

Contractor Name: *Becket Academy, Inc dba LifeConnections Specialized Support Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *G&C Approval Date through 6/30/24*

Indirect Cost Rate (If applicable) 9.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$205,750	
2. Fringe Benefits	$57,610	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$2,500	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$500	
6. Travel	$2,232	
7. Software	$0	

Contractor Initials DS

Date 10/3/2023

8. (a) Other - Marketing/ Communications	$2,500	
8. (b) Other - Education and Training	$3,000	
8. (c) Other - Other (specify below)		
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$274,092	
Total Indirect Costs	$0	
TOTAL	$274,092	

DS

Contractor Initials JC

Date 10/3/2023

New Hampshire Department of Health and Human Services

Contractor Name: *Becket Academy, Inc dba LifeConnections Specialized Support Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *7/1/2024-3/31/2025*

Indirect Cost Rate (if applicable) 9.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$146,625	
2. Fringe Benefits	$41,055	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$2,500	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$500	
6. Travel	$2,232	
7. Software	$0	

Contractor Initials DS

Date 10/3/2023

8. (a) Other - Marketing/ Communications	$2,500	
8. (b) Other - Education and Training		
8. (c) Other - Other (specify below)		
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$195,412	
Total Indirect Costs	$0	
TOTAL	$195,412	

DS

Contractor Initials ____

Date 10/3/2023

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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

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: Jennifer Cordaro

DocuSigned by:

10/3/2023
Date

Name: Jennifer Cordaro
Title: Executive Director

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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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Jennifer Cordaro

10/3/2023
Date

DocuSigned by:
[signature]
Name: Jennifer Cordaro
Title: Executive Director

Vendor Initials JC
Date 10/3/2023

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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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 (l)(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.

Contractor Name: Jennifer Cordaro

10/3/2023
Date

DocuSigned by:
80DBA065B1A4424...
Name: Jennifer Cordaro
Title: Executive Director

DS
Contractor Initials JC
Date 10/3/2023

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

The Contractor 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:

Contractor 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.

DS
JC
Contractor Initials

Date 10/3/2023

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Jennifer Cordaro

DocuSigned by:

10/3/2023
Date

Name: Jennifer Cordaro
Title: Executive Director

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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 Contractor 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 Contractor 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.

Contractor Name: Jennifer Cordaro

DocuSigned by:

10/3/2023
Date

Name: Jennifer Cordaro
Title: Executive Director

Docusign Envelope ID: 55FFD9F6-51F0-45E7-8CCB-12CA5A7C5997

DocuSign Envelope ID: 21684DD8-48ED-4611-A026-7A6E03C43B95

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

DS

JC

Contractor Initials

Date ~~10/3/2023~~

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DocuSign Envelope ID: 21684DD8-48ED-4611-A026-7A6E03C43B95

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 (UEI #)
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: Jennifer Cordaro

DocuSigned by:

10/3/2023
Date

Name: Jennifer Cordaro
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: NPBTVHZQ2P65

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Easter Seals New Hampshire, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Grant Agreement") approved by the Governor and Executive Council on November 29, 2023 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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 G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, Amendment #1 through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1 Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2 Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

2/26/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Easter Seals New Hampshire, Inc.

2/26/2025
Date

DocuSigned by:
Catherine Kuhn
Name: Catherine Kuhn
Title: COO, Programs

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

OFFICE OF THE ATTORNEY GENERAL

2/27/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Contractor Name: *Easter Seals New Hampshire, Inc.*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *11/29/2023 - 06/30/2024 (SFY24)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$61,321
2. Fringe Benefits	$17,405
3. Consultants	$0
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$219
7. Software	$0
8. (a) Other - Marketing/ Communications	$17,187
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$96,132
Total Indirect Costs	$0
TOTAL	**$96,132**

DS

Grantee Initials

Date 2/26/2025

New Hampshire Department of Health and Human Services

Contractor Name: *Easter Seals New Hampshire, Inc.*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *07/01/24 - 06/31/25 (SFY 25)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$170,596
2. Fringe Benefits	$49,473
3. Consultants	$6,700
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$2,850
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$4,000
7. Software	$0
8. (a) Other - Marketing/ Communications	$25,000
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$258,619
Total Indirect Costs	$0
TOTAL	**$258,619**

DS

Grantee Initials CK

2/26/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Easter Seals New Hampshire, Inc.*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *07/01/25 - 12/31/25 (SFY26)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$98,151
2. Fringe Benefits	$28,842
3. Consultants	$18,300
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$6,150
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$3,900
6. Travel	$5,781
7. Software	$0
8. (a) Other - Marketing/ Communications	$625
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$161,749
Total Indirect Costs	$0
TOTAL	$161,749

DS

Grantee Initials

2/26/2025

Date

Docusign Envelope ID: 2712BC05-A4A0-48F6-B160-526601C17C9D

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: **0006652771**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2024.

David M. Scanlan

Secretary of State

Docusign Envelope ID: 2712BC05-A4A0-48F6-B160-526601C17C9D

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., which includes Manchester Alcoholism Rehabilitation Center, a program of Easterseals NH. _____
(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 11,2023____, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Maureen Beauregard, President & CEO; Catherine Kuhn, Chief Operating Officer; Tina Sharby, Chief Human Resources Officer; Peter Hastings, Chief Information Officer; Pamela Hawkes, Chief Development Officer; Michele Talwani, SVP Marketing & Communications or Bradford E. Cook, General Counsel of the corporation,
(may list more than one person)
(Name and Title of Contract Signatory)

are duly authorized on behalf of Easter Seals New Hampshire, Inc. and Manchester Alcoholism Rehabilitation Center 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: February 18th, 2025

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

Docusign Envelope ID: 2712BC05-A4A0-48F6-B160-526601C17C9D

EASTESEA7

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2024

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	CONTACT NAME: Linda Jaeger, CIC
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	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: — 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 CLAIMS-MADE X OCCUR X Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X	X	PHPK2592749021	09/01/2024	09/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $3,000,000 $3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X	X	PHPK2592747021	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ $10K	X	X	PHUB878203021	09/01/2024	09/01/2025	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	EDP			PHPK2592749021	09/01/2024	09/01/2025	$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: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 (See Attached Descriptions)

CERTIFICATE HOLDER

Department of Health & Human Services, State of NH
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/9/2024

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: Rich Camelio
Brown & Brown Insurance Services, Inc. 980 Washington St., Suite 325 Dedham MA 02026	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Rich.Camelio@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:** 25-26 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			406-741440-6	1/1/2025	1/1/2026	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
Dept. of Health & Human Services
129 Pleasant St.
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

Owen Callaghan/RASTAP

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ARC

13

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

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

November 7, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $4,380,591 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Area Agency of Greater Nashua, Inc. dba Gateways Community Services	155784	Greater Nashua Area	$516,500
Aspire Living & Learning, Inc.	452185	Greater Concord Area, Stratham, and Bedford	$400,010
Becket Academy, Inc dba LifeConnections Specialized Support Services	TBD	Merrimack, Hillsborough, Rockingham, and Strafford, Counties	$469,504
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	177278	Strafford County	$516,500
Easter Seals of New Hampshire, Inc.	177204	Statewide	$516,500
Granite VNA, Inc.	174069	Greater Concord Area and Lakes Region	$322,543
Northern Human Services	177222	Carroll County	$512,840
Regency Home Health, LLC.	171213	Greater Manchester/Londonderry Area	$516,500
Riverbend Community Health Center, Inc.	177192	Greater Merrimack County	$516,500
Visions for Creative Housing Solutions, Inc.	317948	Grafton County	$93,194
		TOTAL	**$4,380,591**

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Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents ten (10) of the Grant Agreements. The Department anticipates presenting the remaining Grantees' Agreements, which received a pass rating at a future Governor and Council meeting.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing any payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778

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

Respectfully submitted,

christine santaniello for

Lori A. Weaver
Commissioner

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Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-DIV OF DEVELOPMENTAL SERVICES; DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Area Agency of Nashua dba Gateways Comm.Srvc *155784*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$266,723
2025	102-500731	Contracts for Prog Svc	93009020	$249,777
			Subtotal	***$516,500***

Aspire Living & Learning *452185*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$204,725
2025	102-500731	Contracts for Prog Svc	93009020	$195,285
			Subtotal	***$400,010***

Becket Academy, Inc dba LifeConnections

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$274,092
2025	102-500731	Contracts for Prog Svc	93009020	$195,412
			Subtotal	***$469,504***

Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners *177278*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$330,418
2025	102-500731	Contracts for Prog Svc	93009020	$186,082
			Subtotal	***$516,500***

Easter Seals of New Hampshire *177204*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$257,881
2025	102-500731	Contracts for Prog Svc	93009020	$258,619
			Subtotal	***$516,500***

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Fiscal Details

Granite VNA *174069*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$177,592
2025	102-500731	Contracts for Prog Svc	93009020	$144,951
			Subtotal	***$322,543***

Northern Human Services *177222*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$256,333
2025	102-500731	Contracts for Prog Svc	93009020	$256,507
			Subtotal	***$512,840***

Regency Home Health *171213*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$259,444
2025	102-500731	Contracts for Prog Svc	93009020	$257,056
			Subtotal	***$516,500***

Riverbend Community Health Center, Inc. *177192*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$270,730
2025	102-500731	Contracts for Prog Svc	93009020	$245,770
			Subtotal	***$516,500***

Visions for Creative Housing Solutions *317948*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$52,356
2025	102-500731	Contracts for Prog Svc	93009020	$40,838
			Subtotal	***$93,194***

Grand Total	***$4,380,591***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID #: RGA-2024-DLTSS-02-WORKF

Project Title: Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ARC of NH	Ascentria Community Services	Aspire Living & Learning	Becket Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc., dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical:															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$469,504	$4,060,000	$926,560	$615,000	$82,913	$881,958	$523,918	$322,543	$526,673	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$469,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

Reviewer Name	Title
1 Sandy Feroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Plus Company	Toward Independent Living and Learning, Inc. (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc.; dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,482	$781,514	$550,000	$119,156	$358,920	$500,000	$93,194	$554,546	$389,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$516,500*	*$516,500*	*$516,500*	*$119,156*	*$358,920*	*$500,000*	*$93,194*	*$516,500*	*$389,600*	$11,066,760

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DocuSign Envelope ID: 65663D41-7CDE-4198-8AA3-E53BE2B74C15

Subject: RGA-2024-DLTSS-02-WORKF-10 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Easter Seals New Hampshire, Inc.		1.4. Grantee Address 555 Auburn St., Manchester, NH 03103	
1.5 Grantee Phone # (603) 325-1686	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $516,500
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11 Grantee Signature 1 DocuSigned by: Catherine Kuhn B5B55BFD370D42A... 10/31/2023		1.12. Name & Title of Grantee Signor 1 Catherine Kuhn Chief Operating Officer	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Melissa Hardy 1323A240400F495... 11/1/2023		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino 74873484494140D... Assistant Attorney General, On: 11/1/2023			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS CK
Date 10/31/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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Date 10/31/2023

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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Date 10/31/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4 Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4. Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5 Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize funding provided under this Agreement to increase recruitment and retention for Homemaker and Health Services (HHS) and Home and Community Based Services (HCBS) direct care workforce statewide, by implementing initiatives and activities that align with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must:

1.2.1. Increase recruitment for its HHS direct care workforce. The Grantee must:

1.2.1.1. Develop and hire for a Community Liaison position in the Human Resources (HR) Department, to:

1.2.1.1.1. Conduct internal research of how current HHS direct care staff learned of the employment opportunity, and what attracted them to apply.

1.2.1.1.2. Conduct targeted outreach to the identified sectors/locations to build relationships to recruit/refer individuals to apply.

1.2.1.2. Develop and hire for a Talent Acquisition Specialist position, to:

1.2.1.2.1. Post job openings, recruit candidates through traditional print channels including, but not limited to, job boards and newspaper, and online channels including, but not limited to, professional networks and social media, and enhance recruitment efforts via word of mouth within targeted communities;

1.2.1.2.2. Screen applicants and schedule interviews;

1.2.1.2.3. In cooperation with the HR team, guide individuals referred and recruited by the Community Liaison position through the hiring and onboarding process;

1.2.2. In collaboration with Grantee's Marketing and Communications team, invest in marketing and outreach to increase visibility and awareness of the HHS program employment opportunities. Activities must include:

1.2.2.1. Creating referral cards, flyers, rack cards, and other print media;

1.2.2.2. Creating print advertisements and short television and radio spots featuring each position and distribute statewide to elevate visibility;

1.2.2.3. Using client and employee photos and stories to "demystify" the responsibilities by focusing on what the job entails, including companionship and housekeeping, and not skilled nursing or medical support;

1.2.2.4. Incorporate social media with the above messaging, using videos to highlight the services;

1.2.3. Become a National Association of Direct Support Professionals (NADSP) accredited training provider to create a career path for employees. The Grantee must:

1.2.3.1. Hire a Project Manager responsible to:

1.2.3.1.1. Complete the curriculum required for the Grantee to become an NADSP accredited trainer;

1.2.3.1.2. Collaborate with the Grantee's external partners to provide curriculum content for competencies for which the Grantee lacks internal capacity.

1.2.3.1.3. Implement the required 1-year NADSP training to become recognized as an NADSP accredited training provider. Staff who begin the training will receive credit for competencies achieved during the accreditation process.

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the initiatives as specified in Subsection 1.2 above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for initiatives and activities not completed or, not demonstrating progress, on a quarterly basis no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing initiatives/activities as specified, or not demonstrating progress; and

1.3.2.2. A plan to complete the initiatives/activities, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Initiative/activity statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the initiatives/activities, which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Grantee 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.

9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

9.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

9.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee 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

RGA-2024-DLTSS-02-WORKF-10

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Easter Seals New Hampshire, Inc.*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *G&C Approval Date through 06/30/24*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost Funded by DHHS	
1. Salary & Wages	$159,472	
2. Fringe Benefits	$46,247	
3. Consultants	$18,300	
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$6,150	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$3,900	
6. Travel	$6,000	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$17,812	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$257,881	
Total Indirect Costs	$0	
TOTAL	$257,881	

DS

Contractor Initials: CK

Date: 10/31/2023

Docusign Envelope ID: 2712BC05-A4A0-48F6-B160-526601C17C9D

DocuSign Envelope ID: 65663D41-7CDE-4198-8AA3-E53BE2B74C15

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Easter Seals New Hampshire, Inc.*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *07/01/24 - 03/31/25*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$170,596	
2. Fringe Benefits	$49,473	
3. Consultants	$6,700	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$2,850	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$4,000	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$25,000	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$258,619	
Total Indirect Costs	$0	
TOTAL	$258,619	

DS

Contractor Initials

10/31/2023

Date

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

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: Easterseals NH, VT and Farnum

10/31/2023
Date

DocuSigned by:
Catherine Kuhn
Name: Catherine Kuhn
Title: Chief Operating Officer

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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Easterseals NH, VT and Farnum

10/31/2023
Date

DocuSigned by:
Catherine Kuhn
Name: Catherine Kuhn
Title: Chief Operating Officer

DS
Ck
Vendor Initials
10/31/2023
Date

Docusign Envelope ID: 2712BC05-A4A0-48F6-B160-526601C17C9D

DocuSign Envelope ID: 65663D41-7CDE-4198-8AA3-E53BE2B74C15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Name: Easterseals NH, VT and Farnum

10/31/2023
Date

DocuSigned by:
Catherine Kuhn
B3E358E1D976D42A...
Name: Catherine Kuhn
Title: Chief Operating Officer

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

The Contractor 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:

Contractor 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.

Docusign Envelope ID: 2712BC05-A4A0-48F6-B160-526601C17C9D

DocuSign Envelope ID: 65663D41-7CDE-4198-8AA3-E53BE2B74C15

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Easterseals NH, VT and Farnum

10/31/2023
Date

DocuSigned by:
Catherine Kuhn
83D358FD870D42A...
Name: Catherine Kuhn
Title: Chief Operating Officer

Docusign Envelope ID: 2712BC05-A4A0-48F6-B160-526601C17C9D

DocuSign Envelope ID: 65663D41-7CDE-4198-8AA3-E53BE2B74C15

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 Contractor 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 Contractor 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.

Contractor Name: Easterseals NH, VT and Fannum

10/31/2023
Date

DocuSigned by:
Catherine Kuhn
Name: Catherine Kuhn
Title: Chief Operating Officer

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

OK

DS

Contractor Initials CK

Date 10/31/2023

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 (UEI #)
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: Easterseals NH, VT and Farnum

10/31/2023
Date

DocuSigned by:
Catherine Kuhn
Name: Catherine Kuhn
Title: Chief Operating Officer

Contractor Initials DS
Date 10/31/2023

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: HWMKHGQ42Q13

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Granite VNA, Inc., ("the Contractor").

WHEREAS, pursuant to agreement ("Grant Agreement") approved by the Governor and Executive Council on November 29, 2023 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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 G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, Amendment #1 through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1 Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2 Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

2/13/2025
Date

DocuSigned by:
Melissa Hardy
1323A2[illegible]QF39D
Name: Melissa Hardy
Title: Director, DLTSS

Granite VNA, Inc.

2/13/2025
Date

DocuSigned by:
Beth Slepian
9729[illegible]
Name: Beth Slepian
Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/14/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Contractor Name: *Granite VNA, Inc*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*

Budget Period: *11/29/2023 - 06/30/2024 (SFY 24)*

Indirect Cost Rate (If applicable): 10.00%

Line Item	Program Cost - Funded by DHHS
1. Contract Recruiter	$0
2. Consultants	$0
3. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
4.(a) Supplies - Educational	$0
4.(b) Supplies - Lab	$0
4.(c) Supplies - Pharmacy	$0
4.(d) Supplies - Medical	$0
4.(e) Supplies Office	$0
5. Travel	$0
6. Software	$0
7. (a) Other - Marketing/ Communications	$4,935
7. (b) Other - Education and Training	$0
7. (c) Other - Other (specify below)	
Other (Wellness Programming)	$820
Other (Unity Apparel)	$1,670
Other (Relocation Stipend)	$0
Other (Staff Retention Event)	$0
8. Subrecipient Contracts	$0
Total Direct Costs	$7,425
Total Indirect Costs	$0
TOTAL	$7,425

Grantee Initials: BJS (OS)

Date: 2/13/2025

New Hampshire Department of Health and Human Services

Contractor Name: *Granite VNA, Inc*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*

Budget Period *07/01/2024 - 06/31/2025 (SFY 25)*

Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost - Funded by DHHS
1. Contract Recruiter	$9,523
2. Consultants	$0
3. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
4.(a) Supplies - Educational	$0
4.(b) Supplies - Lab	$0
4.(c) Supplies - Pharmacy	$0
4.(d) Supplies - Medical	$0
4.(e) Supplies Office	$0
5. Travel	$0
6. Software	$0
7. (a) Other - Marketing/ Communications	$1,250
7. (b) Other - Education and Training	$0
7. (c) Other - Other (specify below)	
Other (Wellness Programming)	$7,500
Other (Unity Apparel)	$13,500
Other (Relocation Stipend/Signing Bonus)	$100,000
8. Subrecipient Contracts	$0
Total Direct Costs	$131,773
Total Indirect Costs	$13,177
TOTAL	$144,951

DS

BJS

Grantee Initials

2/13/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Granite VNA, Inc*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*

Budget Period: *07/01/2025 - 12/31/2025 (SFY 26)*

Indirect Cost Rate (If applicable): 10.00%

Line Item	Program Cost - Funded by DHHS
1. Contract Recruiter	$12,697
2. Consultants	$10,000
	$0
3. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
	$0
4.(a) Supplies - Educational	$0
4.(b) Supplies - Lab	$0
4.(c) Supplies - Pharmacy	$0
4.(d) Supplies - Medical	$0
4.(e) Supplies Office	$0
5. Travel	$0
6. Software	$1,000
7. (a) Other - Marketing/ Communications	$1,000
7. (b) Other - Education and Training	$0
7. (c) Other - Other (specify below)	$0
8. (b) Other - Education and Training	$10,000
8. (c) Other - Other (specify below)	$10,000
Other-Wellness Programming	$100,000
Other-Unity Apparel	$10,000
8. Subrecipient Contracts	$0
Total Direct Costs	$154,697
Total Indirect Costs	$15,470
TOTAL	$170,167

DS

BJS

Grantee Initials

2/13/2025

Date

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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 GRANITE VNA, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 18, 1899. 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: **63116**

Certificate Number: **0006235411**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of May A.D. 2023.

David M. Scanlan

Secretary of State

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Granite VNA

CERTIFICATE OF AUTHORITY

I, Andrea Stevenson, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Granite VNA, Inc.

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 **January 14, 2025** at which a quorum of the Directors/shareholders were present and voting.

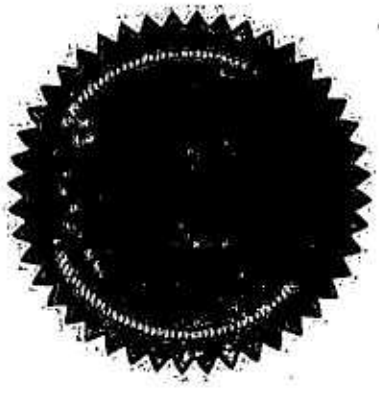
VOTED: That Beth J. Slepian is duly authorized on behalf of Granite VNA, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, 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: 01.14.25

Andrea M. Stevenson

Andrea Stevenson
Board of Trustee - Secretary



Rev. 10/4/22

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GRANIVNA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/26/2024

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	CONTACT NAME: Linda Jaeger, CIC
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: linda.jaeger@usi.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Granite VNA, Inc. 30 Pillsbury Street Concord, NH 03301-797	INSURER A : National Union Fire Ins Co of Pitts, PA	19445
	INSURER B : Granite State Healthcare & Human Svc WC	NONAIC
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC OTHER:	X	X	VHNUHG003353700	04/01/2024	04/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $50,000 $1,000,000 $3,000,000 $3,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY [X] HIRED AUTOS ONLY SCHEDULED AUTOS [X] NON-OWNED AUTOS ONLY			VHNUHA003353900	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $0	X	X	VHNUHX003354000	04/01/2024	04/01/2025	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		BINDERQ3466123000 3A States: NH	07/01/2024	07/01/2025	[X] PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Professional Liability			VHNUHG003353700	04/01/2024	04/01/2025	$1,000,000 Ea. Incident $3,000,000 Aggregate	

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

Additional Insured Status Is Provided Where Required by Contract, Agreement or Permit.

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ARC

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

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

November 7, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $4,380,591 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Area Agency of Greater Nashua, Inc. dba Gateways Community Services	155784	Greater Nashua Area	$516,500
Aspire Living & Learning, Inc.	452185	Greater Concord Area, Stratham, and Bedford	$400,010
Becket Academy, Inc dba LifeConnections Specialized Support Services	TBD	Merrimack, Hillsborough, Rockingham, and Strafford, Counties	$469,504
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	177278	Strafford County	$516,500
Easter Seals of New Hampshire, Inc.	177204	Statewide	$516,500
Granite VNA, Inc.	174069	Greater Concord Area and Lakes Region	$322,543
Northern Human Services	177222	Carroll County	$512,840
Regency Home Health, LLC.	171213	Greater Manchester/Londonderry Area	$516,500
Riverbend Community Health Center, Inc.	177192	Greater Merrimack County	$516,500
Visions for Creative Housing Solutions, Inc.	317948	Grafton County	$93,194
		TOTAL	**$4,380,591**

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Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents ten (10) of the Grant Agreements. The Department anticipates presenting the remaining Grantees' Agreements, which received a pass rating at a future Governor and Council meeting.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing any payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778

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

Respectfully submitted,

Christine Santaniello for

Lori A. Weaver
Commissioner

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Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-DIV OF DEVELOPMENTAL SERVICES; DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Area Agency of Nashua dba Gateways Comm Srvc *155784*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$266,723
2025	102-500731	Contracts for Prog Svc	93009020	$249,777
			Subtotal	***$516,500***

Aspire Living & Learning *452185*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$204,725
2025	102-500731	Contracts for Prog Svc	93009020	$195,285
			Subtotal	***$400,010***

Becket Academy, Inc dba LifeConnections

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$274,092
2025	102-500731	Contracts for Prog Svc	93009020	$195,412
			Subtotal	***$469,504***

Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners *177278*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$330,418
2025	102-500731	Contracts for Prog Svc	93009020	$186,082
			Subtotal	***$516,500***

Easter Seals of New Hampshire *177204*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$257,881
2025	102-500731	Contracts for Prog Svc	93009020	$258,619
			Subtotal	***$516,500***

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Fiscal Details

Granite VNA *174069*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$177,592
2025	102-500731	Contracts for Prog Svc	93009020	$144,951
			Subtotal	***$322,543***

Northern Human Services *177222*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$256,333
2025	102-500731	Contracts for Prog Svc	93009020	$256,507
			Subtotal	***$512,840***

Regency Home Health *171213*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$259,444
2025	102-500731	Contracts for Prog Svc	93009020	$257,056
			Subtotal	***$516,500***

Riverbend Community Health Center, Inc. *177192*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$270,730
2025	102-500731	Contracts for Prog Svc	93009020	$245,770
			Subtotal	***$516,500***

Visions for Creative Housing Solutions *317948*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$52,356
2025	102-500731	Contracts for Prog Svc	93009020	$40,838
			Subtotal	***$93,194***

Grand Total	***$4,380,591***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

Technical		ARC of NH	Ascentria Community Services	Aspire Living & Learning	Becket Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc., dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$489,504	$4,060,000	$926,580	$516,000	$82,913	$581,958	$823,018	$322,543	$526,673	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$489,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

	Reviewer Name	Title
1	Sandy Feroz	Bureau Chief
2	Kristina Ickes	BEAS Administrator
3	Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Plus Company	Toward Independent Living and Learning, Inc. (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,462	$781,514	$550,000	$119,158	$358,920	$500,000	$93,194	$554,546	$389,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$516,500*	*$516,500*	*$516,500*	*$119,158*	*$358,920*	*$500,000*	*$93,194*	*$516,500*	*$389,600*	$11,066,760

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FORM NUMBER G-1 (version 11/2021)

Subject: RGA-2024-DLTSS-02-WORKF-11 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Granite VNA, Inc.		1.4. Grantee Address 30 Pillsbury Street Concord, NH 03220	
1.5 Grantee Phone # 603-224-4093	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $322,543
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: Beth Slepian 10/27/2023		1.12. Name & Title of Grantee Signor 1 Beth Slepian President/CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Melissa Hardy 10/27/2023		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 11/1/2023			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS BJS
Date 10/27/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT:

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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Contractor Initials

Date 10/27/2023

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Intials BJS

Date ~~10/27/2023~~

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4 Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5 Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize funding provided under this Agreement to increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in the Greater Concord area; and Lakes Region, by implementing initiatives and programs that align with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must:

1.2.1. Develop and implement a recruitment campaign, which must include:

1.2.1.1. Conducting "out-of-state" recruitment twice monthly;

1.2.1.2. Developing collateral material for distribution;

1.2.1.3. Setting staffing schedules for in-person recruitment;

1.2.1.4. Recruiting up to four (4) nurses;

1.2.1.5. Implementing a Relocation Bonus Program for employees to offset relocation costs.

1.2.2. Implement retention programs that focus on employee unity and wellness, including:

1.2.2.1. Diversity, Equity, and Inclusion (DEI) efforts to create and improve a sense of unity and teamwork among employees, which must include:

1.2.2.1.1. Implementing team building/unity activities;

1.2.2.1.2. Branding Grantee apparel for all patient-facing positions; and

1.2.2.1.3. Conducting staff event opportunities to increase connectedness among employees.

1.2.3. Developing and implementing an Employee Wellness Program to improve employee health, engagement, morale, attendance, and teamwork, as well as increase productivity and reduce stress, which must include:

1.2.3.1. Securing a vendor to develop wellness programming;

1.2.3.2. Rolling out the Wellness Program to employees; and

1.2.3.3. Engaging 30% of employees in the Wellness Program.

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the initiatives and programs as specified in Subsection 1.2 above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for any initiatives or programs not completed on time or not demonstrating progress on a quarterly basis, no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing an initiative or program as specified, or not demonstrating progress; and

1.3.2.2. A plan to complete the initiatives, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Initiative/program statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the initiatives and programs, which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

EXHIBIT B

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

        Financial Manager
        Department of Health and Human Services
        105 Pleasant Street
        Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Grantee 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.

9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

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

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Granite VNA, Inc*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*

Budget Period: *G&C Approval - 06/30/2024*

Indirect Cost Rate (If applicable): 10.00%

Line Item	Program Cost - Funded by DHHS	
1. Contract Recruiter	$12,697	
2. Consultants	$10,000	
3. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
4.(a) Supplies - Educational	$0	
4.(b) Supplies - Lab	$0	
4.(c) Supplies - Pharmacy	$0	
4.(d) Supplies - Medical	$0	
4.(e) Supplies Office	$0	
5. Travel	$0	
6. Software	$1,500	
7. (a) Other - Marketing/ Communications	$1,250	
7. (b) Other - Education and Training	$0	
7. (c) Other - Other (specify below)		
Other (Wellness Programming)	$12,500	
Other (Unity Apparel)	$13,600	
Other (Relocation Stipend)	$100,000	
Other (Staff Retention Event)	$10,000	
8. Subrecipient Contracts	$0	
Total Direct Costs	$161,447	
Total Indirect Costs	$16,145	
TOTAL	$177,592	

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Exhibit C-2 Budget RGA-2024-DLTSS-02-WORKF-11

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Granite VNA, Inc*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*

Budget Period *07/01/2024 - 03/31/2025*

Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost Funded by DHHS	
1. Contract Recruiter	$9,523	
2. Consultants	$0	
3. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
4.(a) Supplies - Educational	$0	
4.(b) Supplies - Lab	$0	
4.(c) Supplies - Pharmacy	$0	
4.(d) Supplies - Medical	$0	
4.(e) Supplies Office	$0	
5. Travel	$0	
6. Software	$0	
7. (a) Other - Marketing/ Communications	$1,250	
7. (b) Other - Education and Training	$0	
7. (c) Other - Other (specify below)		
Other (Wellness Programming)	$7,500	
Other (Unity Apparel)	$13,500	
Other (Relocation Stipend/Signing Bonus)	$100,000	
8. Subrecipient Contracts	$0	
Total Direct Costs	$131,773	
Total Indirect Costs	$13,177	
TOTAL	$144,951	

Contractor Initials BJS

Date 10/27/2023

Docusign Envelope ID: 265D633F-0BBB-4541-BB4F-4252FDE70E6C

DocuSign Envelope ID: 1FE3BA79-C180-4233-BBB1-472A446B969B

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 BJS
Date 10/27/2023

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: Granite VNA, Inc

10/27/2023
Date

DocuSigned by:
Beth Slepian
Name: Beth Slepian
Title: President/CEO

Docusign Envelope ID: 265D633F-0BBB-4541-BB4F-4252FDE70E6C

DocuSign Envelope ID: 1FE3BA79-C180-4233-BBB1-472A446B969B

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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Granite VNA, Inc

10/27/2023
Date

DocuSigned by:
Beth Slepian
97291852A0124DE...
Name: Beth Slepian
Title: President/CEO

DS
BJS
Vendor Initials
10/27/2023
Date

New Hampshire Department of Health and Human Services
Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials BJS
Date 10/27/2023

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 (l)(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.

Contractor Name: Granite VNA, Inc

10/27/2023
Date

DocuSigned by:
Beth Slepian
97291852AA3240E...
Name: Beth Slepian
Title: President/CEO

Docusign Envelope ID: 265D633F-0BBB-4541-BB4F-4252FDE70E6C

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

The Contractor 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:

Contractor 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.

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Granite VNA, Inc

10/27/2023
Date

DocuSigned by:
Beth Slepian
Name: Beth Slepian
Title: President/CEO

Docusign Envelope ID: 265D633F-0BBB-4541-BB4F-4252FDE70E6C

DocuSign Envelope ID: 1FE3BA79-C180-4233-BBB1-472A446B969B

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 Contractor 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 Contractor 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.

Contractor Name: Granite VNA, Inc

10/27/2023
Date

DocuSigned by:
Beth Slepian
Name: Beth Slepian
Title: President/CEO

Docusign Envelope ID: 265D633F-0BBB-4541-BB4F-4252FDE70E6C

DocuSign Envelope ID: 1FE3BA79-C180-4233-BBB1-472A446B969B

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

DS
BJS
Contractor Initials
Date 10/27/2023

Docusign Envelope ID: 265D633F-0BBB-4541-BB4F-4252FDE70E6C

DocuSign Envelope ID: 1FE3BA79-C180-4233-BBB1-472A446B969B

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 (UEI #)
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: Granite VNA, Inc

DocuSigned by:
Beth Slepian
0720532ABD2A4CE...

10/27/2023
Date

Name: Beth Slepian
Title: President/CEO

Docusign Envelope ID: 265D633F-0BBB-4541-BB4F-4252FDE70E6C

DocuSign Envelope ID: 1FE3BA79-C180-4233-BBB1-472A446B969B

FORM A

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

1. The UEI (SAM.gov) number for your entity is: J1GJSEM4BJ97

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

   _____ NO _____ X _____ YES

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

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

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

   _____ NO _____ X _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Northern Human Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 29, 2023 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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 G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, Amendment #1 through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1 Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

2/19/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Northern Human Services

2/19/2025
Date

Signed by:
Suzanne Gaetjens-Oleson
Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

2/22/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Northern Human Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*

Budget Period *11/29/2023 - 6/30/24*

Indirect Cost Rate (if applicable) 3.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$43,033	
2. Fringe Benefits	$3,740	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$1,144	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)	$0	
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$47,917.00	
Total Indirect Costs	$1,438	
TOTAL	**$49,355**	

Initial

Contractor Initials SGO

Date 2/19/2025

New Hampshire Department of Health and Human Services

Contractor Name: *Northern Human Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*

Budget Period *07/01/24 - 06/30/25 (SFY25)*

Indirect Cost Rate (if applicable) 3.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$122,745
2. Fringe Benefits	$37,569
3. Consultants	$5,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$1,672
5.(a) Supplies - Educational	
5.(b) Supplies - Lab	
5.(c) Supplies - Pharmacy	
5.(d) Supplies - Medical	
5.(e) Supplies Office	
6. Travel	$7,050
7. Software	
8. (a) Other - Marketing/ Communications	
8. (b) Other - Education and Training	$75,000
8. (c) Other - Other (specify below)	$0
Other (please specify)	
Other (please specify)	
Other (please specify)	
Other (please specify)	
9. Subrecipient Contracts	
Total Direct Costs	$249,036.00
Total Indirect Costs	$7,471
TOTAL	**$256,507**

Grantee Initials SGO

Initial

Date 2/19/2025

New Hampshire Department of Health and Human Services	
Contractor Name:	*Northern Human Services*
Budget Request for:	*Workforce Recruitment and Retention Strategies for HCBS*
Budget Period	*07/01/25 – 12/31/25 (SFY26)*
Indirect Cost Rate (if applicable)	3.09%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$74,989
2. Fringe Benefits*	$32,383
3. Consultants	$5,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$5,672
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$5,906
7. Software	$0
8. (a) Other - Marketing/ Communications	$2,000
8. (b) Other - Education and Training	$75,000
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$200,950.00
Total Indirect Costs	$6,028
TOTAL	**$206,978**

Initial

Grantee Initials SGA

Date 2/19/2025

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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 NORTHERN HUMAN SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 03, 1971. 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: **62362**

Certificate Number: **0006656457**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2024.

David M. Scanlan

Secretary of State

Docusign Envelope ID: A226EA15-AC01-4EEF-8011-5A26CC81FE0C

CERTIFICATE OF AUTHORITY

I, Madelene Costello, 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 Northern Human Services.
(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 January 7, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Suzanne Gaetjens-Oleson, CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Northern Human Services 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 was **valid thirty (30) days prior to and 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: 2/19/25

Madelene Costello

Signature of Elected Officer

Name: Madelene Costello

Title: President

Docusign Envelope ID: A226EA15-AC01-4EEF-8011-5A26CC81FE0C

NORTHHUM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/10/2024

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	CONTACT NAME: Christine A Skehan	
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS: Christine.Skehan@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Insurance Company	32204
INSURED Northern Human Services 87 Washington Street Conway, NH 03818-6044	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2674093	03/31/2024	03/31/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2674097	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,XX000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB907132	03/31/2024	03/31/2025	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (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	Entity Prof Liab			PHPK2674093	03/31/2024	03/31/2025	1,000,000/3,000,000	
A	Phys Prof			PHPK2674093	03/31/2024	03/31/2025	1,000,000/3,000,000	

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

Evidence of Insurance

Mid-Level and Allied Health staff share in the limits of Insurance of the Entity.

Physicians have their own separate $1M/$3M limits of insurance, and do not share in the entity Limits of Insurance .

(See Attached Descriptions)

CERTIFICATE HOLDER

State of NH Department of Health
and Human Services
129 Pleasant St
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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NORTHHUM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/26/2024

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.

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PRODUCER	CONTACT NAME: Christine A Skehan	
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS: Christine.Skehan@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : NH Employers Insurance Company	13083
INSURED Northern Human Services 87 Washington Street Conway, NH 03818-6044	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						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? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ECC60040004322024A	09/30/2024	09/30/2025	x PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

**Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
State of NH Department of Health and Human Services 129 Pleasant St 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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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

November 7, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $4,380,591 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Area Agency of Greater Nashua, Inc. dba Gateways Community Services	155784	Greater Nashua Area	$516,500
Aspire Living & Learning, Inc.	452185	Greater Concord Area, Stratham, and Bedford	$400,010
Becket Academy, Inc dba LifeConnections Specialized Support Services	TBD	Merrimack, Hillsborough, Rockingham, and Strafford, Counties	$469,504
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	177278	Strafford County	$516,500
Easter Seals of New Hampshire, Inc.	177204	Statewide	$516,500
Granite VNA, Inc.	174069	Greater Concord Area and Lakes Region	$322,543
Northern Human Services	177222	Carroll County	$512,840
Regency Home Health, LLC.	171213	Greater Manchester/Londonderry Area	$516,500
Riverbend Community Health Center, Inc.	177192	Greater Merrimack County	$516,500
Visions for Creative Housing Solutions, Inc.	317948	Grafton County	$93,194
		TOTAL	**$4,380,591**

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Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents ten (10) of the Grant Agreements. The Department anticipates presenting the remaining Grantees' Agreements, which received a pass rating at a future Governor and Council meeting.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing any payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778

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

Respectfully submitted,

christine santaniello for

Lori A. Weaver
Commissioner

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Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-DIV OF DEVELOPMENTAL SERVICES; DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Area Agency of Nashua dba Gateways Comm.Srvc *155784*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$266,723
2025	102-500731	Contracts for Prog Svc	93009020	$249,777
			Subtotal	***$516,500***

Aspire Living & Learning *452185*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$204,725
2025	102-500731	Contracts for Prog Svc	93009020	$195,285
			Subtotal	***$400,010***

Becket Academy, Inc dba LifeConnections

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$274,092
2025	102-500731	Contracts for Prog Svc	93009020	$195,412
			Subtotal	***$469,504***

Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners *177278*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$330,418
2025	102-500731	Contracts for Prog Svc	93009020	$186,082
			Subtotal	***$516,500***

Easter Seals of New Hampshire *177204*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$257,881
2025	102-500731	Contracts for Prog Svc	93009020	$258,619
			Subtotal	***$516,500***

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Fiscal Details

Granite VNA *174069*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$177,592
2025	102-500731	Contracts for Prog Svc	93009020	$144,951
			Subtotal	***$322,543***

Northern Human Services *177222*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$256,333
2025	102-500731	Contracts for Prog Svc	93009020	$256,507
			Subtotal	***$512,840***

Regency Home Health *171213*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$259,444
2025	102-500731	Contracts for Prog Svc	93009020	$257,056
			Subtotal	***$516,500***

Riverbend Community Health Center, Inc. *177192*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$270,730
2025	102-500731	Contracts for Prog Svc	93009020	$245,770
			Subtotal	***$516,500***

Visions for Creative Housing Solutions *317948*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$52,356
2025	102-500731	Contracts for Prog Svc	93009020	$40,838
			Subtotal	***$93,194***

Grand Total	***$4,380,591***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ARC of NH	Ascentria Community Services	Aspire Living & Learning	Becket Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc., dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$469,504	$4,060,000	$926,550	$515,000	$82,913	$681,958	$523,018	$322,543	$526,673	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$469,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

Reviewer Name	Title
1 Sandy Feroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Plus Company	Toward Independent Living and Learning, Inc. (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,482	$781,514	$550,000	$119,156	$358,920	$500,000	$93,194	$554,546	$389,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$516,500*	*$516,500*	*$516,500*	*$119,156*	*$358,920*	*$500,000*	*$93,194*	*$516,500*	*$389,600*	$11,066,760

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Subject: RGA-2024-DLTSS-02-WORKF-18 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Northern Human Services		1.4. Grantee Address 87 Washington Street, Conway, NH 03818	
1.5 Grantee Phone # (603) 447-8137	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $512,840
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: Suzanne Gaetjens-Oleson 10/11/2023		1.12. Name & Title of Grantee Signor 1 Suzanne Gaetjens-Oleson Chief Executive Officer	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Melissa Hardy 10/11/2023		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 10/12/2023			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS SGO
Date 10/11/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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Contractor Intials

Date ~~10/11/2023~~

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4 Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5 Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee 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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Grantee Initials
Date 10/11/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize funding provided under this Agreement to increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in Carroll County, by implementing initiatives that aligns with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must:

1.2.1. Develop a high school vocational program that provides students with the skills necessary to pursue and excel in roles such as Direct Service Providers (DSP), which includes:

1.2.1.1. Comprehensive training and hands-on experience to equip students with the necessary knowledge and capabilities.

1.2.1.2. Curriculum of core competencies and skills required for DSPs that will align with industry recommended training and education.

1.2.2. Collaborate with community partners to develop comprehensive outreach campaigns to raise awareness of the various career opportunities available.

1.2.3. Ensure the initiatives focus on emphasizing the importance of diversity, equity and inclusion in the workforce.

1.2.4. Organize and host career fairs and informational sessions to highlight the benefits and rewards of a career in human services while utilizing social media platforms to reach a larger audience.

1.2.5. Provide Loan Repayment and Tuition Reimbursement to employees enrolled in a BA or Associate level degree program in the Human Service Field.

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the initiatives as specified in Subsection 1.2 above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for any initiatives not completed on time or not demonstrating progress, on a quarterly basis no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing an initiative on schedule or not demonstrating progress; and

1.3.2.2. A plan to complete the initiative, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Initiative statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the initiatives, which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

        Financial Manager
        Department of Health and Human Services
        105 Pleasant Street
        Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions, changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Grantee 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.

9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

9.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

9.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee

shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Northern Human Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*

Budget Period *G&C Approval Date through 6/30/24*

Indirect Cost Rate (if applicable) 3.00%

Line Item	Program Cost Funded by DHHS	
1. Salary & Wages	$118,022	
2. Fringe Benefits	$36,123	
3. Consultants	$5,000	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$5,672	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$7,050	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$2,000	
8. (b) Other - Education and Training	$75,000	
8. (c) Other - Other (specify below)	$0	
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$248,867.00	
Total Indirect Costs	$7,466	
TOTAL	$256,333	

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Contractor Initials

10/11/2023

Date

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Northern Human Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*

Budget Period *7/1/24-3/31/25*

Indirect Cost Rate (If applicable) 3.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$122,745	
2. Fringe Benefits	$37,569	
3. Consultants	$5,000	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$1,672	
5.(a) Supplies - Educational		
5.(b) Supplies - Lab		
5.(c) Supplies - Pharmacy		
5.(d) Supplies - Medical		
5.(e) Supplies Office		
6. Travel	$7,050	
7. Software		
8. (a) Other - Marketing/ Communications		
8. (b) Other - Education and Training	$75,000	
8. (c) Other - Other (specify below)	$0	
Other (please specify)		
Other (please specify)		
Other (please specify)		
Other (please specify)		
9. Subrecipient Contracts		
Total Direct Costs	$249,036.00	
Total Indirect Costs	$7,471	
TOTAL	$256,507	

DS SGD

Contractor Initials

10/11/2023

Date

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

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: Northern Human Services

10/11/2023
Date

DocuSigned by:
Suzanne Gaetjens-Oleson
Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer

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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Northern Human Services

10/11/2023
Date

DocuSigned by:
Suzanne Gaetjens-Oleson
C48E60260B01483...
Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer

DS
SGO
Vendor Initials
10/11/2023
Date

New Hampshire Department of Health and Human Services
Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Name: Northern Human Services

DocuSigned by:
Suzanne Gaetjens-Oleson
C8E6078F8A7481...

10/11/2023
Date

Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer

DS
SGO
Contractor Initials

10/11/2023
Date

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 Contractor 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:

Contractor 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.

DS
SGD

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Northern Human Services

10/11/2023
Date

DocuSigned by:
Suzanne Gaetjens-Oleson
C68E00768B81481...
Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer

Docusign Envelope ID: A226EA15-AC01-4EEF-8011-5A26CC81FE0C

DocuSign Envelope ID: C768D7D0-3C48-4A0A-BAD1-5A45FE5277FE

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 Contractor 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 Contractor 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.

Contractor Name: Northern Human Services

10/11/2023
Date

DocuSigned by:
Suzanne Gaetjens-Oleson
Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer

Docusign Envelope ID: A226EA15-AC01-4EEF-8011-5A26CC81FE0C

DocuSign Envelope ID: C768D7D0-3C48-4A0A-BAD1-5A45FE5277FE

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

DS
SGD
Contractor Initials
Date 10/11/2023

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 (UEI #)
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: Northern Human Services

10/11/2023
Date

DocuSigned by:
Suzanne Gaetjens-Oleson
Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: C12LWJKRHJM7

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Regency Home Health, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Grant Agreement") approved by the Governor and Executive Council on November 29, 2023 (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; 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 G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, Amendment #1 through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1, Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

2/18/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Regency Home Health, LLC

2/14/2025
Date

DocuSigned by:
Stephanie Ellsey
Name: Stephanie Ellsey
Title: RN Administrator

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

OFFICE OF THE ATTORNEY GENERAL

2/18/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

	New Hampshire Department of Health and Human Services
Contractor Name:	*Regency Home Health*
Budget Request for:	*Workforce Recruitment and Retention Strategies for Home and Community Based Services*
Budget Period	*11/29/23 - 6/30/24 (SFY 24)*
Indirect Cost Rate (if applicable)	0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$71,482
2. Fringe Benefits	$0
3. Consultants	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$10,253
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	
8. (a) Other - Marketing/ Communications	$7,350
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	
Align Wages with NH Wage Index	$79,500
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$168,585
Total Indirect Costs	$0
TOTAL	**$168,585**

DS

Grantee Initials SE

2/14/2025

Date

New Hampshire Department of Health and Human Services	
Contractor Name:	*Regency Home Health, LLC.*
Budget Request for:	*Workforce Recruitment and Retention Strategies for Home and Community Based Services*
Budget Period	*07/01/24 - 06/30/25 (SFY 25)*
Indirect Cost Rate (if applicable)	0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$108,420
2. Fringe Benefits	$0
3. Consultants	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$880
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	
8. (a) Other - Marketing/ Communications	$12,588
8. (b) Other - Education and Training	
8. (c) Other - Other (specify below)	
Align Wages with NH Wage Index	$135,168
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$257,056
Total Indirect Costs	$0
TOTAL	**$257,056**

DS

SE

Grantee Initials

2/14/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Regency Home Health, LLC.*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *07/01/25 – 12/31/25 (SFY 26)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$47,627
2. Fringe Benefits	$0
3. Consultants	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$100
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$5,237
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Align Wages with NH Wage Index	$37,895
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$90,859
Total Indirect Costs	$0
TOTAL	**$90,859**

DS

SE

Grantee Initials

2/14/2025

Date

Docusign Envelope ID: 6324D542-0137-4B1C-8293-A4904757061E

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 REGENCY HOME HEALTH, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 06, 2002. 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: **410010**

Certificate Number: **0006677208**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of April A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Paula Gagne, 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 Regency Home Health LLC
(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 2/14, 20 25 at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Stephanie Ellsey RN/Admin
(Name and Title of Contract Signatory) (may list more than one person)

is duly authorized on behalf of Regency Home Health LLC 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 was valid thirty (30) days prior to and 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: 2/14/2025

Signature of Elected Officer
Name: Paula Gagne
Title: CEO

Docusign Envelope ID: 6324D542-0137-4B1C-8293-A4904757061E

REGENHOM3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/13/2024

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	CONTACT NAME: Sherri Winslow
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: Sherri.Winslow@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Company, Inc.	42376
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Regency Home Health, LLC
213 Rockingham Road
Londonderry, NH 03053

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR 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)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						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? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TES4457179	07/01/2024	07/01/2025	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

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

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Paula Gagne, Administrator

Stephanie Ellsey

(See Attached Descriptions)

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/14/2025

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 Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101	CONTACT NAME: Michele Palmer PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com
INSURED Regency Home Health LLC 213 Rockingham Road Londonderry NH 03053	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Massachusetts Bay Ins Co — 22306 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 25-26 GL & H/N-O REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZDV986641312	02/14/2025	02/14/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ Included $ Included
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ZDV986641312	02/14/2025	02/14/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

State of NH Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Joshua Poudrier/MPL AAI, CRIS

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ARC

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

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

November 7, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $4,380,591 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Area Agency of Greater Nashua, Inc. dba Gateways Community Services	155784	Greater Nashua Area	$516,500
Aspire Living & Learning, Inc.	452185	Greater Concord Area, Stratham, and Bedford	$400,010
Becket Academy, Inc dba LifeConnections Specialized Support Services	TBD	Merrimack, Hillsborough, Rockingham, and Strafford, Counties	$469,504
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	177278	Strafford County	$516,500
Easter Seals of New Hampshire, Inc.	177204	Statewide	$516,500
Granite VNA, Inc.	174069	Greater Concord Area and Lakes Region	$322,543
Northern Human Services	177222	Carroll County	$512,840
Regency Home Health, LLC.	171213	Greater Manchester/Londonderry Area	$516,500
Riverbend Community Health Center, Inc.	177192	Greater Merrimack County	$516,500
Visions for Creative Housing Solutions, Inc.	317948	Grafton County	$93,194
		TOTAL	**$4,380,591**

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Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents ten (10) of the Grant Agreements. The Department anticipates presenting the remaining Grantees' Agreements, which received a pass rating at a future Governor and Council meeting.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing any payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778

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

Respectfully submitted,

christine santaniello for

Lori A. Weaver
Commissioner

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Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-DIV OF DEVELOPMENTAL SERVICES; DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Area Agency of Nashua dba Gateways Comm.Srvc *155784*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$266,723
2025	102-500731	Contracts for Prog Svc	93009020	$249,777
			Subtotal	***$516,500***

Aspire Living & Learning *452185*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$204,725
2025	102-500731	Contracts for Prog Svc	93009020	$195,285
			Subtotal	***$400,010***

Becket Academy, Inc dba LifeConnections

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$274,092
2025	102-500731	Contracts for Prog Svc	93009020	$195,412
			Subtotal	***$469,504***

Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners *177278*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$330,418
2025	102-500731	Contracts for Prog Svc	93009020	$186,082
			Subtotal	***$516,500***

Easter Seals of New Hampshire *177204*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$257,881
2025	102-500731	Contracts for Prog Svc	93009020	$258,619
			Subtotal	***$516,500***

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Fiscal Details

Granite VNA *174069*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$177,592
2025	102-500731	Contracts for Prog Svc	93009020	$144,951
			Subtotal	***$322,543***

Northern Human Services *177222*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$256,333
2025	102-500731	Contracts for Prog Svc	93009020	$256,507
			Subtotal	***$512,840***

Regency Home Health *171213*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$259,444
2025	102-500731	Contracts for Prog Svc	93009020	$257,056
			Subtotal	***$516,500***

Riverbend Community Health Center, Inc. *177192*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$270,730
2025	102-500731	Contracts for Prog Svc	93009020	$245,770
			Subtotal	***$516,500***

Visions for Creative Housing Solutions *317948*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$52,356
2025	102-500731	Contracts for Prog Svc	93009020	$40,838
			Subtotal	***$93,194***

Grand Total	***$4,380,591***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ARC of NH	Ascentria Community Services	Aspire Living & Learning	Beckett Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc., dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$469,504	$4,060,000	$926,560	$515,000	$82,913	$881,958	$823,018	$322,543	$526,673	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$469,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

Reviewer Name	Title
1 Sandy Feroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Ptus Company	Toward Independent Living and Learning, Inc. (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,462	$781,514	$550,000	$119,158	$358,920	$500,000	$93,194	$554,546	$389,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$516,500*	*$516,500*	*$516,500*	*$119,158*	*$358,920*	*$500,000*	*$93,194*	*$516,500*	*$389,600*	$11,056,760

FORM NUMBER G-1 (version 11/2021)

Subject: RGA-2024-DLTSS-02-WORKF-20 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Regency Home Health, LLC		1.4. Grantee Address 213 Rockingham Road Londonderry, NH 03053	
1.5 Grantee Phone # (603) 665-9800	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $516,500
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: Stephanie Ellsey 10/27/2023		1.12. Name & Title of Grantee Signor 1 Stephanie Ellsey RN Administrator	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Melissa Hardy 10/27/2023		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 11/1/2023			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS SE

Date 10/27/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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Date ~~10/27/2023~~

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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Contractor Intials

Date 10/27/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4 Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5 Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee 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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New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize funding provided under this Agreement to increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in the Greater Manchester/Londonderry Area, by implementing projects and activities that align with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must:

1.2.1. Implement an innovative healthcare-specific Human Capital Management (HCM) platform tailored to the Grantee's needs and requirements.

1.2.2. Work with the current Learning Management System (LMS) to elevate the platform to provide enhanced education to include learning paths for certificate programs and advancement trainings for services including, but not limited to, Homemaker and Personal Care Attendant.

1.2.3. Collaborate with a nationally recognized vendor to measure caregiver and client experience to establish data outcomes, which will include satisfaction surveys conducted at the start of the project, during the project at 6-month intervals, and post-project.

1.2.4. At the start of the project, address discrepancies of the wage market analysis conducted as a baseline adjustment, and after the initial caregiver satisfaction survey is completed to determine the need to align with New Hampshire Workforce pay data.

1.2.5. Develop and hire for a Program Manager position. Responsibilities will include:

1.2.5.1. Providing oversight and implementation of the Human Capital Management (HCM) platform;

1.2.5.2. Recruiting and retention process for all employees;

1.2.5.3. Marketing; and

1.2.5.4. Enhancing current outreach avenues including but not limited to, social media and the Grantee's website.

1.2.6. Develop and hire for a Development Educator position. Responsibilities include:

1.2.6.1. Onboarding new employees; and

1.2.6.2. Managing the preceptor program for retention, continuing education, and advancement for existing employees.

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the projects and activities as specified in Subsection 1.2 above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for projects and initiatives not completed, or not demonstrating progress, on a quarterly basis no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing an initiative or program as specified, or not demonstrating progress; and

1.3.2.2. A plan to complete the activity, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Project and activity statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the projects and activities, which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

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

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

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

Grantee Initials DS SE
Date 10/27/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

        Financial Manager
        Department of Health and Human Services
        105 Pleasant Street
        Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

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10/27/2023
Date

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

   9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

      9.1.1. Condition A - The Grantee 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.

      9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

      9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

   9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

      9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

   9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

   9.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

   9.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee

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.

BT 1.0 Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Regency Home Health*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *G&C Approval Date through 6/30/24*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$119,110	
2. Fringe Benefits	$0	
3. Consultants		
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$880	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software		
8. (a) Other - Marketing/ Communications	$12,588	
8. (b) Other - Education and Training		
8. (c) Other - Other (specify below)		
Align Wages with NH Wage Index	$126,866	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$259,444	
Total Indirect Costs	$0	
TOTAL	$259,444	

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Contractor Initials SE

Date 10/27/2023

BT 1.0 Exhibit C-2 Budget

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Regency Home Health*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *7/1/24 - 3/31/25*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$108,420	
2. Fringe Benefits	$0	
3. Consultants		
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) - Supplies - Educational	$880	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software		
8. (a) Other - Marketing/ Communications	$12,688	
8. (b) Other - Education and Training		
8. (c) Other - Other (specify below)		
Align Wages with NH Wage Index	$135,168	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$257,056	
Total Indirect Costs	$0	
TOTAL	$257,056	

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Date

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 SE (DS)

Date 10/27/2023

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: Regency Home Health

10/27/2023
Date

DocuSigned by:
Stephanie Ellsey
Name: Stephanie Ellsey
Title: RN Administrator

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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Regency Home Health

10/27/2023
Date

DocuSigned by:
Stephanie Ellsey
3C057D0BC8E4...
Name: Stephanie Ellsey
Title: RN Administrator

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10/27/2023
Date

Docusign Envelope ID: 6324D542-0137-4B1C-8293-A4904757061E

DocuSign Envelope ID: 88171BE8-EE2B-4B6C-9706-3AC56DB6F01D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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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 (l)(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.

Contractor Name: Regency Home Health

10/27/2023
Date

DocuSigned by:
Stephanie Ellsey
3C0577D0BC0541D...
Name: Stephanie Ellsey
Title: RN Administrator

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SE
Contractor Initials

10/27/2023
Date

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DocuSign Envelope ID: 8817,1BE8-EE2B-4B6C-9706-3AC56DB6F01D

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

The Contractor 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:

Contractor 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.

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Regency Home Health

10/27/2023
Date

DocuSigned by:
Stephanie Ellsey
3C0577D09C9C419...
Name: Stephanie Ellsey
Title: RN Administrator

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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 Contractor 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 Contractor 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.

Contractor Name: Regency Home Health

10/27/2023
Date

DocuSigned by:
Stephanie Ellsey
Name: Stephanie Ellsey
Title: RN Administrator

Contractor Initials: DS SE
Date: 10/27/2023

Docusign Envelope ID: 6324D542-0137-4B1C-8293-A4904757061E

DocuSign Envelope ID: 88171BE8-EE2B-4B6C-9706-3AC56DB6F01D

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

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Contractor Initials

Date 10/27/2023

Docusign Envelope ID: 6324D542-0137-4B1C-8293-A4904757061E

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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 (UEI #)
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: Regency Home Health

10/27/2023
Date

DocuSigned by:
Stephanie Ellsey
Name: Stephanie Ellsey
Title: RN Administrator

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: 780842972

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Riverbend Community Mental Health, Inc., ("the Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on November 29, 2023 (Item #13), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grany Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form G-1 General Provisions, Block 1.7., Completion Date, to read:

   September 30, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget. Amendment #1 through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1, Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

2/20/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Riverbend Community Mental Health, Inc.

2/19/2025
Date

DocuSigned by:
Lisa K. Madden
Name: Lisa K. Madden
Title: President & CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/22/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services	
Contractor Name:	*RIVERBEND COMMUNITY MENTAL HEALTH, INC.*
Budget Request for:	*Workforce Recruitment and Retention Strategies for HCBS*
Budget Period	*11/29/23 - 6/30/24 (SFY 24)*
Indirect Cost Rate (If applicable)	0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$74,313
2. Fringe Benefits	
3. Consultants	$0
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$1,112
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
SUPERVISOR PRODUCTIVITY REIMBURSEMENT	$32,000
EMPLOYMENT ANNIVERSARY INCENTIVE	$15,955
REWARD BUILDER FUND	$48,750
TRAINING INCENTIVE	$83,250
REIMBURSEMENT FOR STAFF WHO DEVELOP AND PROVIDE TRAINING	$4,000
9. Subrecipient Contracts	$0
Total Direct Costs	$259,380
Total Indirect Costs	$11,350
TOTAL	**$270,730**

DS

Grantee Initials

Date 2/19/2025

New Hampshire Department of Health and Human Services	
Contractor Name:	*RIVERBEND COMMUNITY MENTAL HEALTH, INC*
Budget Request for:	*Workforce Recruitment and Retention Strategies for HCBS*
Budget Period	*07/01/24 - 06/30/25 (SFY 25)*
Indirect Cost Rate (If applicable)	4.84%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$41,107
2. Fringe Benefits	
3. Consultants	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$745
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
SUPERVISOR PRODUCTIVITY REIMBURSEMENT	$16,080
EMPLOYMENT ANNIVERSARY INCENTIVE	$10,690
REWARD BUILDER FUND	$32,663
TRAINING INCENTIVE	$55,778
REIMBURSEMENT FOR STAFF WHO DEVELOP AND PROVIDE TRAINING	
9. Subrecipient Contracts	$0
Total Direct Costs	$157,063
Total Indirect Costs	$7,605
TOTAL	**$164,668**

DS

Grantee Initials

Date 2/19/2025

New Hampshire Department of Health and Human Services	
Contractor Name:	*RIVERBEND COMMUNITY MENTAL HEALTH, INC*
Budget Request for:	*Workforce Recruitment and Retention Strategies for HCBS*
Budget Period	*07/01/25 – 9/30/25 (SFY26)*
Indirect Cost Rate (if applicable)	4.84%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$20,246
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$360
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
SUPERVISOR PRODUCTIVITY REIMBURSEMENT	$7,910
EMPLOYMENT ANNIVERSARY INCENTIVE	$5,300
REWARD BUILDER FUND	$16,080
TRAINING INCENTIVE	$27,470
REIMBURSEMENT FOR STAFF WHO DEVELOP AND PROVIDE TRAINING	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$77,366
Total Indirect Costs	$3,736
TOTAL	**$81,102**

DS

Grantee Initials

Date 2/19/2025

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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 RIVERBEND COMMUNITY MENTAL HEALTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 25, 1966. 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: **62509**

Certificate Number: **0006652189**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2024.

David M. Scanlan

Secretary of State

Docusign Envelope ID: 3547DB7E-4CCA-4AF5-8426-5BD80A5A3C1D

CERTIFICATE OF VOTE

I, Andrea D. Beaudoin, hereby certify that:

1. I am a duly elected Assistant Board Secretary of Riverbend Community Mental Health, Inc.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on January 23, 2025, at which a quorum of the Directors/shareholders were present and voting.

   VOTE: That the President & CEO and/or Treasurer hereby is authorized on behalf of this Corporation to enter into contract(s) with the State, Federal Government, Managed Care Organizations or any additional contract necessary for the continued operations of the Corporation and to execute any and all documents, agreements and other instruments, and any amendment, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.

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 Vote. 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 below 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.

4. Lisa K. Madden is duly elected President & CEO of the Corporation.

Dated: February 5, 2025

Andrea D Beaudoin

Signature of Elected Officer
Name: Andrea D. Beaudoin
Title: Assistant Board Secretary

Docusign Envelope ID: 3547DB7E-4CCA-4AF5-8426-5BD80A5A3C1D

Client#: 1364844 RIVERCOM12

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/31/2024

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	CONTACT NAME: Linda Jaeger, CIC
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	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
INSURER B: Granite State Healthcare & Human Svc WC	NONAIC
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Riverbend Community Mental Health Inc.
29 School Street
Concord, NH 03301

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X BI/PD Ded:$10K GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			PHPK2607465008	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $5,000 $1,000,000 $3,000,000 $3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2607466008	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ $10K			PHUB8832130008	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		R02233HCHS202501 3A States: NH	01/01/2025	01/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Professional Liability			PHPK2607465008	10/01/2024	10/01/2025	$1,000,000 Ea. Incident $3,000,000 Aggregate	

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

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

November 7, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $4,380,591 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Area Agency of Greater Nashua, Inc. dba Gateways Community Services	155784	Greater Nashua Area	$516,500
Aspire Living & Learning, Inc.	452185	Greater Concord Area, Stratham, and Bedford	$400,010
Becket Academy, Inc dba LifeConnections Specialized Support Services	TBD	Merrimack, Hillsborough, Rockingham, and Strafford, Counties	$469,504
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	177278	Strafford County	$516,500
Easter Seals of New Hampshire, Inc.	177204	Statewide	$516,500
Granite VNA, Inc.	174069	Greater Concord Area and Lakes Region	$322,543
Northern Human Services	177222	Carroll County	$512,840
Regency Home Health, LLC.	171213	Greater Manchester/Londonderry Area	$516,500
Riverbend Community Health Center, Inc.	177192	Greater Merrimack County	$516,500
Visions for Creative Housing Solutions, Inc.	317948	Grafton County	$93,194
		TOTAL	**$4,380,591**

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents ten (10) of the Grant Agreements. The Department anticipates presenting the remaining Grantees' Agreements, which received a pass rating at a future Governor and Council meeting.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing any payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778

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

Respectfully submitted,

christine santaniello for

Lori A. Weaver
Commissioner

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Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-DIV OF DEVELOPMENTAL SERVICES; DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Area Agency of Nashua dba Gateways Comm.Srvc *155784*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$266,723
2025	102-500731	Contracts for Prog Svc	93009020	$249,777
			Subtotal	*$516,500*

Aspire Living & Learning *452185*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$204,725
2025	102-500731	Contracts for Prog Svc	93009020	$195,285
			Subtotal	*$400,010*

Becket Academy, Inc dba LifeConnections

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$274,092
2025	102-500731	Contracts for Prog Svc	93009020	$195,412
			Subtotal	*$469,504*

Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners *177278*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$330,418
2025	102-500731	Contracts for Prog Svc	93009020	$186,082
			Subtotal	*$516,500*

Easter Seals of New Hampshire *177204*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$257,881
2025	102-500731	Contracts for Prog Svc	93009020	$258,619
			Subtotal	*$516,500*

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Fiscal Details

Granite VNA *174069*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$177,592
2025	102-500731	Contracts for Prog Svc	93009020	$144,951
			Subtotal	***$322,543***

Northern Human Services *177222*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$256,333
2025	102-500731	Contracts for Prog Svc	93009020	$256,507
			Subtotal	***$512,840***

Regency Home Health *171213*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$259,444
2025	102-500731	Contracts for Prog Svc	93009020	$257,056
			Subtotal	***$516,500***

Riverbend Community Health Center, Inc. *177192*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$270,730
2025	102-500731	Contracts for Prog Svc	93009020	$245,770
			Subtotal	***$516,500***

Visions for Creative Housing Solutions *317948*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$52,356
2025	102-500731	Contracts for Prog Svc	93009020	$40,838
			Subtotal	***$93,194***

Grand Total	***$4,380,591***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ARC of NH	Ascentria Community Services	Aspire Living & Learning	Becket Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc., dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$469,504	$4,060,000	$926,580	$615,000	$82,913	$881,958	$823,018	$322,543	$526,673	$409,840	$0
Final Award Amount		$0	$516,500	$400,010	$469,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,840	$0

Reviewer Name	Title
1 Sandy Feroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyra Leonard	Financia Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Plus Company	Toward Independent Living and Learning, Inc. (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,462	$781,514	$550,000	$119,156	$358,920	$500,000	$93,194	$554,546	$3389,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$516,500*	*$516,500*	*$516,500*	*$119,156*	*$358,920*	*$500,000*	*$93,194*	*$516,500*	*$389,600*	$11,066,760

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FORM NUMBER G-1 (version 11/2021)

Subject: RGA-2024-DLTSS-02-WORKF-21 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Riverbend Community Mental Health, Inc.		1.4. Grantee Address 278 Pleasant Street, Concord, NH 03301	
1.5 Grantee Phone # (603) 226-7505	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $516,500
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: Lisa K. Madden 03B8BE16B90F4CC... 10/17/2023		1.12. Name & Title of Grantee Signor 1 Lisa K. Madden President & CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Melissa Hardy 1323A2404D0F495... 10/17/2023		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino 74873484491480... Assistant Attorney General, On: 10/19/2023			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS
Date 10/17/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Intials DS

Date 10/17/2023

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials DS

Date 10/17/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4 Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5 Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must ensure funding provided under this Agreement is utilized on efforts to increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in the Greater Merrimack County and surrounding towns by implementing programs that align with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must:

1.2.1. Implement a Bachelor's Internship Program to provide financial support to individuals enrolled in a bachelor's level program at a recognized college or university, which includes, but is not limited to:

1.2.1.1. Providing financial support to individuals for a bachelor's level internship program.

1.2.1.2. Collaborating with NH colleges and universities to reach out to enrolled students.

1.2.1.3. Recruiting one (1) cohort of five (5) interns in the 2023-2024 academic year, and one (1) cohort of five (5) interns in the 2024-2025 academic year, for a total of ten (10) interns.

1.2.1.4. Covering the cost of the last two (2) months of the second cohort's intern hours.

1.2.1.5. Paying the interns $20.00 per hour, for 15 hours per week, for the duration of each academic year's internship period.

1.2.1.6. Ensuring five (5) clinical supervisors provide oversight to the interns for two (2) hours per week during the internship periods.

1.2.2. Implement an Entry Level Staff Mentorship Program to retain new bachelor's level employees by providing them with a mentor during their first year of employment, which includes, but is not limited to:

1.2.2.1. Hiring highly regarded retired and/or former Grantee employees as mentors to new staff to share their experiences

and act as role models in one of the Grantee's programs for the purposes of:

1.2.2.1.1. Multidisciplinary collaboration;

1.2.2.1.2. Engagement;

1.2.2.1.3. Learning opportunities; and

1.2.2.1.4. Skill development to support the Grantee's client services.

1.2.2.2. Assigning a mentor to a cohort of new staff to support the training and onboarding process, including, but not limited to:

1.2.2.2.1. Supporting/shadowing experiences in the community.

1.2.2.2.2. Hosting group check-in sessions with the cohort.

1.2.2.2.3. Meeting individually with new staff for extra onboarding support.

1.2.2.2.4. Educating new staff about community connections and resources.

1.2.2.2.5. Instilling unconditional positive regard of the client population.

1.2.2.2.6. Supporting the Grantee's culture of collaboration, teamwork and its mission.

1.2.2.2.7. Providing training on specialized areas of expertise.

1.2.3. Implement an Entry Level Staff Training Program to support new employees, which ties closely to the Entry Level Staff Mentorship Program, which includes:

1.2.3.1. Ensuring new entry-level staff:

1.2.3.1.1. Attend a series of orientation trainings that introduces employees to the agency and expectations of the position; and

1.2.3.1.2. Engage in shadowing opportunities to observe co-workers to expose new staff to situations they will encounter in their day-to-day work and provides an opportunity for new staff to ask questions based on what they observe.

1.2.3.2. Ensuring continued learning opportunities for entry-level staff to support their understanding of the Grantee's best practices to achieve success.

1.2.3.3. Developing and coordinating the new entry-level employee trainings.

1.2.3.4. Providing four (4) 1½-hour trainings to new entry-level employees on topics including, but not limited to:

1.2.3.4.1. Trauma Informed Care.

1.2.3.4.2. Reducing Stigma.

1.2.3.4.3. Crucial conversations with clients and family/guardians.

1.2.3.4.4. Navigating family dynamics.

1.2.3.4.5. Hoarding behaviors.

1.2.3.4.6. Introduction to Substance Use Disorders.

1.2.3.4.7. Physical Symptoms Related to a Client's Mental Illness.

1.2.3.4.8. Transference.

1.2.3.4.9. Boundaries.

1.2.4. Implement an Employment Incentive Program to recognize and show appreciation for employees on their anniversary date to improve staff morale and improve staff retention.

1.2.5. Implement an Employee Recognition Program to improve staff morale by recognizing exceptional work to improve staff retention, and reduce staff turnover, which includes:

1.2.5.1. Empowering managers to recognize staff when such recognition is warranted; and

1.2.5.2. Utilizing a no cost, web-based 'Reward Builder' program to create a fund for each Grantee manager to access when a staff member has been identified as doing exceptional work.

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Program Update Report to the Department on a monthly basis for the programs as specified in Subsection 1.2 above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for any program activity not completed on time or not demonstrating progress, on a quarterly basis no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing a program activity on schedule; and

1.3.2.2. A plan to complete the program activity, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Program statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the programs, which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

        Financial Manager
        Department of Health and Human Services
        105 Pleasant Street
        Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Grantee 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.

9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

9.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

9.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee

shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *RIVERBEND COMMUNITY MENTAL HEALTH, INC.*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*

Budget Period *G&C Approval Date through 6/30/24*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost Funded by DHHS	
1. Salary & Wages	$74,313	
2. Fringe Benefits		
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$1,112	
7. Software	$0	

DS

Contractor Initials

10/17/2023

Date

8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
SUPERVISOR PRODUCTIVITY REIMBURSEMENT	$32,000	
EMPLOYMENT ANNIVERSARY INCENTIVE	$16,955	
REWARD BUILDER FUND	$48,750	
TRAINING INCENTIVE	$83,250	
REIMBURSEMENT FOR STAFF WHO DEVELOP AND PROVIDE TRAINING	$4,000	
9. Subrecipient Contracts	$0	
Total Direct Costs	$259,380	
Total Indirect Costs	$11,350	
TOTAL	$270,730	

Contractor Initials DS

Date 10/17/2023

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *RIVERBEND COMMUNITY MENTAL HEALTH, INC*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*

Budget Period *7/1/24 - 3/31/25*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$61,353	
2. Fringe Benefits		
3. Consultants		
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$1,112	
7. Software	$0	

DS

Contractor Initials

Date 10/17/2023

8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
SUPERVISOR PRODUCTIVITY REIMBURSEMENT	$24,000	
EMPLOYMENT ANNIVERSARY INCENTIVE	$15,955	
REWARD BUILDER FUND	$48,750	
TRAINING INCENTIVE	$83,250	
REIMBURSEMENT FOR STAFF WHO DEVELOP AND PROVIDE TRAINING		
9. Subrecipient Contracts	$0	
Total Direct Costs	$234,420	
Total Indirect Costs	$11,350	
TOTAL	$245,770	

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Contractor Initials

Date 10/17/2023

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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

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: Riverbend Community Mental Health, Inc.

10/17/2023
Date

DocuSigned by:
Lisa K. Madden
Name: Lisa K. Madden
Title: President & CEO

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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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Riverbend Community Mental Health, Inc.

10/17/2023
Date

DocuSigned by:
Lisa K. Madden
Name: Lisa K. Madden
Title: President & CEO

DS
LM
Vendor Initials
10/17/2023
Date

New Hampshire Department of Health and Human Services
Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS
Date 10/17/2023

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 (l)(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.

Contractor Name: Riverbend Community Mental Health, Inc.

10/17/2023
Date

DocuSigned by:
Lisa K. Madden
639B8E168BDF4CC...
Name: Lisa K. Madden
Title: President & CEO

DS
LM
Contractor Initials
10/17/2023
Date

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

The Contractor 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:

Contractor 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.

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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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Riverbend Community Mental Health, Inc.

10/17/2023
Date

DocuSigned by:
Lisa K. Madden
Name: Lisa K. Madden
Title: President & CEO

Docusign Envelope ID: 3547DB7E-4CCA-4AF5-8426-5BD80A5A3C1D

DocuSign Envelope ID: B38E036D-7F9E-4555-B70E-542ED8F7D9BB

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 Contractor 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 Contractor 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.

Contractor Name: Riverbend Community Mental Health, Inc.

10/17/2023
Date

DocuSigned by:
Lisa K. Madden
Name: Lisa K. Madden
Title: President & CEO

Docusign Envelope ID: 3547DB7E-4CCA-4AF5-8426-5BD80A5A3C1D

DocuSign Envelope ID: B38E036D-7F9E-4555-B70E-542ED8F7D9BB

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

Contractor Initials DS

Date 10/17/2023

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 (UEI #)
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: Riverbend Community Mental Health, Inc.

10/17/2023
Date

DocuSigned by:
Lisa K. Madden
Name: Lisa K. Madden
Title: President & CEO

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: KXLJGESADXK8

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Visions for Creative Housing Solutions, Inc., ("the Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on November 29, 2023 (Item #13), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grany Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, Amendment #1 through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1 Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

2/24/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Visions for Creative Housing Solutions, Inc.

2/21/2025
Date

Signed by:
Sylvia Dow
Name: Sylvia Dow
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

2/25/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

	New Hampshire Department of Health and Human
Contractor Name:	**Services** *Visions for Creative Housing Solutions, Inc.*
Budget Request for:	*Workforce Recruitment & Retention Strategies for HCBS*
Budget Period	*11/29/2023 - 6/30/2024 (SFY24)*
Indirect Cost Rate (If applicable)	0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$26,607
2. Fringe Benefits	$5,594
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment.costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$32,201
Total Indirect Costs	$0
TOTAL	$32,201

Grantee Initials SD (Initial)

Date 2/21/2025

New Hampshire Department of Health and Human Services

Contractor Name: *Visions for Creative Housing Solutions, Inc.*

Budget Request for: *Workforce Recruitment & Retention Strategies for HCBS*

Budget Period *07/01/24 - 06/30/25 (SFY25)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$33,750
2. Fringe Benefits	$7,088
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$40,838
Total Indirect Costs	$0
TOTAL	**$40,838**

Initial SD

Grantee Initials

2/21/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Visions for Creative Housing Solutions, Inc.*

Budget Request for: *Workforce Recruitment & Retention Strategies for HCBS*

Budget Period *07/01/25 – 12/31/25 (SFY26)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$16,662
2. Fringe Benefits	$3,493
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$20,155
Total Indirect Costs	$0
TOTAL	**$20,155**

Initial SD

Grantee Initials_____

Date 2/21/2025

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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 VISIONS FOR CREATIVE HOUSING SOLUTIONS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 23, 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: **544485**

Certificate Number: **0006995397**

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 January A.D. 2025.

David M. Scanlan
Secretary of State

Docusign Envelope ID: 6864A281-8B6E-44E4-AD6B-DD436CEB3F41

CERTIFICATE OF AUTHORITY

I, Sylvia Dow, 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 Visions for Creative Housing Solutions 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 January 16, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

is duly authorized on behalf of Visions for creative Housing Solutions, 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 was **valid thirty (30) days prior to and 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: 1/23/25

Signature of Elected Officer
Name: Carl P. Thum
Title: President, Board of Directors
123 Mystic Drive
Norwich, VT 05055
802-649-8858

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VISIFOR-01 HBROWN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/15/2025

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	CONTACT NAME:	
Colby Insurance Group LLC 74 Pleasant Street New London, NH 03257	PHONE (A/C, No, Ext): (603) 526-2451	FAX (A/C, No): (603) 526-2903
	E-MAIL ADDRESS: insure@colby-group.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Philadelphia Insurance Company	
INSURED	INSURER B: Eastern Alliance Insurance Group	10724
Visions for Creative Housing Solutions, Inc. 8 Sunrise Farm Lane Enfield, NH 03748	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2683777	5/9/2024	5/9/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						EB AGGREGATE	$ 3,000,000
A	AUTOMOBILE LIABILITY			PHPK2683778	5/9/2024	5/9/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0000111680	10/1/2024	10/1/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

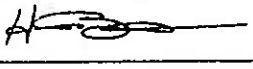
CERTIFICATE HOLDER

State of NH Department of Health & Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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13

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

November 7, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $4,380,591 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Area Agency of Greater Nashua, Inc. dba Gateways Community Services	155784	Greater Nashua Area	$516,500
Aspire Living & Learning, Inc.	452185	Greater Concord Area, Stratham, and Bedford	$400,010
Becket Academy, Inc dba LifeConnections Specialized Support Services	TBD	Merrimack, Hillsborough, Rockingham, and Strafford, Counties	$469,504
Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners	177278	Strafford County	$516,500
Easter Seals of New Hampshire, Inc.	177204	Statewide	$516,500
Granite VNA, Inc.	174069	Greater Concord Area and Lakes Region	$322,543
Northern Human Services	177222	Carroll County	$512,840
Regency Home Health, LLC.	171213	Greater Manchester/Londonderry Area	$516,500
Riverbend Community Health Center, Inc.	177192	Greater Merrimack County	$516,500
Visions for Creative Housing Solutions, Inc.	317948	Grafton County	$93,194
		TOTAL	**$4,380,591**

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Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents ten (10) of the Grant Agreements. The Department anticipates presenting the remaining Grantees' Agreements, which received a pass rating at a future Governor and Council meeting.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing any payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778

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

Respectfully submitted,

christina santaniello for

Lori A. Weaver
Commissioner

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DocuSign Envelope ID: CE3824E9-7397-4ABB-9818-7F5B622F3524

Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-DIV OF DEVELOPMENTAL SERVICES; DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Area Agency of Nashua dba Gateways Comm.Srvc *155784*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$266,723
2025	102-500731	Contracts for Prog Svc	93009020	$249,777
			Subtotal	***$516,500***

Aspire Living & Learning *452185*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$204,725
2025	102-500731	Contracts for Prog Svc	93009020	$195,285
			Subtotal	***$400,010***

Becket Academy, Inc dba LifeConnections

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$274,092
2025	102-500731	Contracts for Prog Svc	93009020	$195,412
			Subtotal	***$469,504***

Behavioral Health and Developmental Services of Strafford County, Inc. d/b/a Community Partners *177278*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$330,418
2025	102-500731	Contracts for Prog Svc	93009020	$186,082
			Subtotal	***$516,500***

Easter Seals of New Hampshire *177204*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$257,881
2025	102-500731	Contracts for Prog Svc	93009020	$258,619
			Subtotal	***$516,500***

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Fiscal Details

Granite VNA *174069*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$177,592
2025	102-500731	Contracts for Prog Svc	93009020	$144,951
			Subtotal	***$322,543***

Northern Human Services *177222*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$256,333
2025	102-500731	Contracts for Prog Svc	93009020	$256,507
			Subtotal	***$512,840***

Regency Home Health *171213*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$259,444
2025	102-500731	Contracts for Prog Svc	93009020	$257,056
			Subtotal	***$516,500***

Riverbend Community Health Center, Inc. *177192*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$270,730
2025	102-500731	Contracts for Prog Svc	93009020	$245,770
			Subtotal	***$516,500***

Visions for Creative Housing Solutions *317948*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$52,356
2025	102-500731	Contracts for Prog Svc	93009020	$40,838
			Subtotal	***$93,194***

Grand Total	***$4,380,591***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ARC of NH	Ascentria Community Services	Aspire Living & Learning	Becket Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc., dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$1,400,010	$469,504	$4,060,000	$926,580	$615,000	$82,913	$681,958	$823,018	$322,543	$526,673	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$469,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

Reviewer Name	Title
1 Sandy Feroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Plus Company	Toward Independent Living and Learning, Inc. (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,462	$761,514	$550,000	$119,158	$358,920	$500,000	$93,194	$554,546	$389,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$516,500*	*$516,500*	*$516,500*	*$119,156*	*$358,920*	*$500,000*	*$93,194*	*$515,500*	*$389,600*	$11,066,760

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FORM NUMBER G-1 (version 11/2021)

Subject: RGA-2024-DLTSS-02-WORKF-27 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Visions for Creative Housing Solutions, Inc.		1.4. Grantee Address 8 Sunrise Farm Lane, Enfield, NH, 03748	
1.5 Grantee Phone # (603) 632-7707	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $93,194
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11 Grantee Signature 1 DocuSigned by: Sylvia Dow 0ECEA0E736AE4A0... 10/30/2023		1.12. Name & Title of Grantee Signor 1 Sylvia Dow Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Melissa Hardy 1323A240400F486... 11/1/2023		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino 748734844941460... Assistant Attorney General, On: 11/1/2023			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS SD
Date 10/30/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Initials SD

Date 10/30/2023

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials SD

Date 10/30/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default; Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4 Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5 Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize funding provided under this Agreement to increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in Grafton County, by implementing an initiative that aligns with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must establish and hire for a Human Resources Specialist (HRS) position fully dedicated to Direct Support Professional (DSP) staff recruitment to ensure consistent, high-quality care for individuals served. Recruitment responsibilities include:

1.2.1. Establishing salary and benefit levels;

1.2.2. Screening new hire candidates;

1.2.3. Developing staff training processes and materials;

1.2.4. Overseeing and managing employee onboarding and on-going and/or required training;

1.2.5. Overseeing the completion of periodic DSP staff evaluations;

1.2.6. Ensuring compliance with state and/or other regulatory agency guidelines;

1.2.7. Serving as a problem solving and motivating resource for DSPs;

1.2.8. Understanding the local and regional employment landscape and staying up to date on HR best practices;

1.2.9. Updating and maintaining employee job descriptions and records;

1.2.10. Updating and maintaining employee policies and employee handbook, and ensuring compliance with all applicable state and federal regulations; and

1.2.11. Assisting with bi-weekly payroll processing.

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the initiative as specified in Subsection 1.2 above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion date; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department on a quarterly basis if the initiative is not completed or demonstrating progress, no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing the initiative as specified, or not demonstrating progress; and

1.3.2.2. A plan to complete the initiative, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Status of initiative and/or completion dates; and

1.3.3.2. An impact statement on the success of the initiative, which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities

and expenditure requirements under this Agreement so as to achieve compliance therewith.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

        Financial Manager
        Department of Health and Human Services
        105 Pleasant Street
        Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

   9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

      9.1.1. Condition A - The Grantee 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.

      9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

      9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

   9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

      9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

   9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

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

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Visions for Creative Housing Solutions*

Budget Request for: *Workforce Recruitment & Retention Strategies for HCBS*

Budget Period *G&C Approval Date through 6/30/2024*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost Funded by DHHS	
1. Salary & Wages	$43,269	
2. Fringe Benefits	$9,087	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$52,356	
Total Indirect Costs	$0	
TOTAL	$52,356	

Contractor Initials SD

Date 10/30/2023

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Visions for Creative Housing Solutions*

Budget Request for: *Workforce Recruitment & Retention Strategies for HCBS*

Budget Period *7/1/2024 - 3/31/2025*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost Funded by DHHS	Indirect Cost
1. Salary & Wages	$33,750	
2. Fringe Benefits	$7,088	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$40,838	
Total Indirect Costs	$0	
TOTAL	$40,838	

Contractor Initials SD DS

Date 10/30/2023

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

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: Visions for Creative Housing Solutions, Inc.

10/30/2023
Date

DocuSigned by:
Sylvia Dow
0CCBABE7E0AC4A6...
Name: Sylvia Dow
Title: Executive Director

Docusign Envelope ID: 6864A281-8B6E-44E4-AD6B-DD436CEB3F41

DocuSign Envelope ID: EBE99961-3EC0-4355-B712-599849072D0B

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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Visions for Creative Housing Solutions, Inc.

10/30/2023
Date

DocuSigned by:
Sylvia Dow
DECEAE7A9A7A4A0...
Name: Sylvia Dow
Title: Executive Director

DS
SD
10/30/2023

Docusign Envelope ID: 6864A281-8B6E-44E4-AD6B-DD436CEB3F41

DocuSign Envelope ID: EBE99961-3EC0-4355-B712-599849072D0B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials SD (DS)

Date 10/30/2023

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 (l)(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.

Contractor Name: Visions for Creative Housing Solutions, Inc

10/30/2023
Date

DocuSigned by:
Sylvia Dow
0FCEABE76AAE480...
Name: Sylvia Dow
Title: Executive Director

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 Contractor 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:

Contractor 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.

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Visions for Creative Housing Solutions, Inc

10/30/2023
Date

DocuSigned by:
Sylvia Dow
Name: Sylvia Dow
Title: Executive Director

Docusign Envelope ID: 6864A281-8B6E-44E4-AD6B-DD436CEB3F41

DocuSign Envelope ID: EBE99961-3EC0-4355-B712-599849072D0B

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 Contractor 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 Contractor 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.

Contractor Name: Visions for Creative Housing Solutions, Inc.

10/30/2023
Date

DocuSigned by:
Sylvia Dow
Name: Sylvia Dow
Title: Executive Director

Contractor Initials SD
Date 10/30/2023

Docusign Envelope ID: 6864A281-8B6E-44E4-AD6B-DD436CEB3F41

DocuSign Envelope ID: EBE99961-3EC0-4355-B712-599849072D0B

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

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DocuSign Envelope ID: EBE99961-3EC0-4355-B712-599849072D0B

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 (UEI #)
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: Visions for Creative Housing Solutions, Inc.

10/30/2023
Date

DocuSigned by:
Sylvia Dow
Name: Sylvia Dow
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: JSXXS5PVYDL5

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Ascentria Community Services, Inc., ("the Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on December 20, 2023 (item #11), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget, Amendment #1 through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1, Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

3/4/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Ascentria Community Services, Inc.

2/26/2025
Date

Signed by:
Angela Bovill
Name: Angela Bovill
Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

3/4/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Contractor Name: *Ascentria Community Services, Inc.*

Budget Request for: *RGA-2024-DLTSS-02-WORKF: Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *12/20/2023 - 06/30/2024 (SFY24)*

Indirect Cost Rate (if applicable) 22.63% of salary and wages

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$16,328
2. Fringe Benefits	$1,265
3. Consultants	$2,040
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$188
6. Travel	$1,574
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (Tablets)	$52,252
Other ((Internet Service for Tablets)	$12,066
Other (Supplemental Retention Supports)	$0
Other (Language Interpretation)	$0
Other (Technology)	$2,578
Other (Telephone and Internet)	$0
Other (Other Direct Program Support)	$0
Other (Occupancy)	$0
9. Sub recipient Contracts	$0
Total Direct Costs	$88,291
Total Indirect Costs	$3,695
TOTAL	**$91,986**

Initial

Grantee Initials AB

Date 2/26/2025

Contractor Name:	*Ascentria Community Services, Inc.*
Budget Request for:	*RGA-2024-DLTSS-02-WORKF: Workforce Recruitment and Retention Strategies for Home and Community Based Services*
Budget Period	*7/1/2024 - 6/30/2025 (SFY25)*
Indirect Cost Rate (if applicable)	22.63% of salary and wages

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$108,972
2. Fringe Benefits	$32,147
3. Consultants	$4,286
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$810
6. Travel	$3,173
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (Tablets)	$0
Other ((Internet Service for Tablets)	$24,300
Other (Supplemental Retention Supports)	$25,781
Other (Language Interpretation)	$520
Other (Technology)	$0
Other (Telephone and Internet)	$0
Other (Other Direct Program Support)	$0
Other (Occupancy)	$0
9. Sub recipient Contracts	$4,286
Total Direct Costs	$204,274
Total Indirect Costs	$24,660
TOTAL	**$228,934**

Initial AB

Grantee Initials _____

2/26/2025

Date _____

Contractor Name:	*Ascentria Community Services, Inc.*
Budget Request for:	*RGA-2024-DLTSS-02-WORKF: Workforce Recruitment and Retention Strategies for Home and Community Based Services*
Budget Period	*7/1/2025 - 12/31/2025 (SFY26)*
Indirect Cost Rate (if applicable)	22.63% of salary and wages

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$90,001
2. Fringe Benefits	$30,103
3. Consultants	$2,246
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$622
6. Travel	$1,246
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (Tablets)	$2,747
Other ((Internet Service for Tablets)	$12,234
Other (Supplemental Retention Supports)	$28,628
Other (Language Interpretation)	$650
Other (Technology)	$1,022
Other (Telephone and Internet)	$0
Other (Other Direct Program Support)	$0
Other (Occupancy)	$0
9. Sub recipient Contracts	$5,714
Total Direct Costs	$175,213
Total Indirect Costs	$20,367
TOTAL	$195,580

Initial AB

Grantee Initials _____

2/26/2025

Date _____

Docusign Envelope ID: 80B99BDC-8138-4F99-A5C3-11EAC0720AF9

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 ASCENTRIA COMMUNITY SERVICES, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on June 13, 2011. 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: **652197**

Certificate Number: **0006278992**

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 July A.D. 2023.

David M. Scanlan

Secretary of State

Docusign Envelope ID: 80B99BDC-8138-4F99-A5C3-11EAC0720AF9

CERTIFICATE OF AUTHORITY

I, Tara Browne, 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 Ascentria Community Services, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on July 5, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Angela Bovill, President and CEO; Gary O'Neil, Executive VP, Chief Social Innovation Officer; and Kristine Hanscom, Executive VP and CFO; (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Ascentria Community Services, 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 was **valid thirty (30) days prior to and 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: March 4, 2025

Signature of Elected Officer
Name: Tara E Browne
Title: Corporate Clerk

Docusign Envelope ID: 80B99BDC-8138-4F99-A5C3-11EAC0720AF9

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/27/2025

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: Janet Walker
Brown & Brown Insurance Services, Inc. 980 Washington St., Suite 325 Dedham MA 02026	PHONE (A/C, No, Ext): — FAX (A/C, No): — E-MAIL ADDRESS: Janet.Walker@bbrown.com
INSURED	**INSURER(S) AFFORDING COVERAGE** — **NAIC #**
Ascentria Care Alliance, Inc. 11 Shattuck St. Worcester MA 01605	INSURER A: Philadelphia Indemnity Insurance Compar — 18058 INSURER B: Zurich American Insurance Company of Il — 27855 INSURER C: — INSURER D: — INSURER E: — INSURER F: —

COVERAGES CERTIFICATE NUMBER: 24-25 GL Auto UMB WC Prof 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	X		PHPK2609012-020	10/1/2024	10/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 25,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			PHPK2609014-020	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			PHUB883842-020	10/1/2024	10/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B	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			WC 1469872 - 02	12/1/2024	12/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			PHPK2609012-020 Retroactive Date: 1/1/2004	10/1/2024	10/1/2025	Each Occurrence Aggregate	$1,000,000 $3,000,000

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

Ascentria Community Services, Inc. is included as a named insured on the above policies as required by written contract.

State of NH

New Hampshire Department of Health and Human Services is included as Additional Insured as respects general liability where required by written contract.

CERTIFICATE HOLDER

State of NH
New Hampshire Department of Health
and Human Services
129 Pleasant Street
Concord, NH 03301-3857

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

Owen Callaghan/MCROSB

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ARC

11

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

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

December 5, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $4,227,096 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Ascentria Community Services, Inc.	222201	Statewide with the exception of Coos County	$516,500
Bell Tower Home Health Care, LLC	273258	Southern New Hampshire	$516,500
Bloom and Shine Services, LLC	340637	Greater Nashua Area	$516,500
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health	154112	Greater Nashua Area	$409,640
Great Bay Services, Inc.	154256	Strafford and Rockingham Counties	$516,500
Independence Care of New Hampshire LLC	340639	Greater Concord Area	$516,500
The Mental Health Center of Greater Manchester, Inc.	177184	Greater Manchester Area	$516,500
Monadnock Family Services	177510	Monadnock Region including Cheshire County and western Hillsborough County	$399,300
Ofemz Home Healthcare Agency, LLC	318067	Greater Manchester Area	$200,000
The Plus Co., Inc.	155124	Greater Nashua Area	$119,156
		TOTAL	$4,227,096

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Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents ten (10) of the Grant Agreements. The Governor and Council approved ten (10) Grant Agreements on November 29, 2023, Agenda Item #13. The Department anticipates presenting the remaining Grantees that received a pass rating at a future Governor and Council meeting.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778.

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. Weaver
Commissioner

Docusign Envelope ID: 80B99BDC-8138-4F99-A5C3-11EAC0720AF9

Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-DIV OF DEVELOPMENTAL SERVICES; DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Ascentria Community Services, Inc — *222201*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$287,566
2025	102-500731	Contracts for Prog Svc	93009020	$228,934
			Subtotal	***$516,500***

Bell Tower Home Health Care, LLC — *273258*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$309,900
2025	102-500731	Contracts for Prog Svc	93009020	$206,600
			Subtotal	***$516,500***

Bloom and Shine Services, LLC — *340637*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$414,515
2025	102-500731	Contracts for Prog Svc	93009020	$101,985
			Subtotal	***$516,500***

Community Council of Nashua d/b/a Greater Nashua Mental Health — *154112*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$204,820
2025	102-500731	Contracts for Prog Svc	93009020	$204,820
			Subtotal	***$409,640***

Great Bay Services, Inc. — *154256*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$361,190
2025	102-500731	Contracts for Prog Svc	93009020	$155,310
			Subtotal	***$516,500***

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Fiscal Details

Independence Care of New Hampshire LLC *340639*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$258,250
2025	102-500731	Contracts for Prog Svc	93009020	$258,250
			Subtotal	***$516,500***

The Mental Health Center of Greater Manchester, Inc. *177184*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$289,744
2025	102-500731	Contracts for Prog Svc	93009020	$226,756
			Subtotal	***$516,500***

Monadnock Family Services *177510*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$246,950
2025	102-500731	Contracts for Prog Svc	93009020	$152,350
			Subtotal	***$399,300***

Ofemz Home Healthcare Agency, LLC *318067*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$125,500
2025	102-500731	Contracts for Prog Svc	93009020	$74,500
			Subtotal	***$200,000***

The Plus Co., Inc. *155124*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$69,538
2025	102-500731	Contracts for Prog Svc	93009020	$49,618
			Subtotal	***$119,156***

Grand Total	***$4,227,096***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ARC of NH	Ascentria Community Services	Aspire Living & Learning	Becket Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc., dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$469,504	$4,060,000	$926,580	$615,000	$82,913	$661,958	$623,018	$322,543	$526,673	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$469,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

Reviewer Name	Title
1 Sandy Feroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Plus Company	Toward Independent Living and Learning, Inc. (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,462	$781,514	$550,000	$119,156	$358,920	$500,000	$93,194	$554,546	$369,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$516,500*	*$516,500*	*$516,500*	*$119,156*	*$358,920*	*$500,000*	*$93,194*	*$516,500*	*$369,600*	*$11,066,760*

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FORM NUMBER G-1 (version 11/2021)

Subject: RGA-2024-DLTSS-02-WORKF-02 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Ascentria Community Services, Inc.		1.4. Grantee Address 11 Shattuck Street, Worcester, MA 01605	
1.5 Grantee Phone # (774) 670-8317	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $516,500
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: Angela Bovill A477A800E431470... 11/21/2023		1.12. Name & Title of Grantee Signor 1 Angela Bovill President/CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Melissa Hardy 1523A2040DF495... 11/22/2023		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino 748734844041460... Assistant Attorney General, On: 11/27/2023			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS AB

Date 11/21/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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Date 11/21/2023

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials DS AB

Date 11/21/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4 Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5 Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce, statewide, with the exception of Coos County, by conducting projects or activities that align with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must

1.2.1. Develop an Onboarding Pathfinder staff position, to:

1.2.1.1. Attend outreach events in order to be active and visible across the State at a variety of settings including but not limited to:

1.2.1.1.1. Career fares.

1.2.1.1.2. Community colleges.

1.2.1.1.3. Healthcare conferences.

1.2.1.1.4. Career Centers/One Stops.

1.2.1.2. Target a range of populations including but not limited to:

1.2.1.2.1. Older workers.

1.2.1.2.2. Foreign-born workers.

1.2.1.3. Be a vital connection throughout recruiting, hiring and onboarding in order to:

1.2.1.3.1. Provide support in completing job application and submitting required documentation;

1.2.1.3.2. Ensure each new hire has the necessary tools and access to resources, technical support, training and orientation.

1.2.1.3.3. Serve as the point of contact for new hires during the onboarding process for the first six (6) months of employment.

1.2.2. Initiate a campaign to advertise for and recruit healthcare providers.

1.2.3. Provide tablets, equipped with the necessary software and internet services to enable successful internet connections across all areas of the State, to up to 300 Personal Care Service Providers (PCSP) to have access to:

1.2.3.1. Real-time connections and conversations;

1.2.3.2. Regularly scheduled check-ins;

1.2.3.3. Web-based training and access to resources;

1.2.3.4. Supervisor support after difficult caregiving sessions or in preparation for procedures new to the caregiver; and

1.2.3.5. Access to emotional support.

1.2.4. Conduct an assessment of employee's technological skills to determine the level of training needed.

1.2.5. Provide on-going technical training, developed and customized to the extent possible according to each caregiver's technical ability and digital literacy skills and provided both synchronously and asynchronously.

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the activities outlined in Subsection 1.2 above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Updated estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for any activity or project not completed on time, or not demonstrating progress, on a quarterly basis no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing an activity on schedule; and

1.3.2.2. A plan to complete the activity, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Activity statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the activities, which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

        Financial Manager
        Department of Health and Human Services
        105 Pleasant Street
        Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Grantee 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.

9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

9.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

9.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee

shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Ascentria Community Services, Inc.*

Budget Request for: *RGA-2024-DLTSS-02-WORKF: Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period: *G&C Approval Date - June 30, 2024 (SFY24)*

Indirect Cost Rate (If applicable): 22.63% of salary and wages

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$106,329	
2. Fringe Benefits	$31,367	
3. Consultants	$4,286	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$810	
6. Travel	$2,820	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Other (Tablets)	$55,000	
Other ((Internet Service for Tablets)	$24,300	
Other (Supplemental Retention Supports)	$28,628	
Other (Language Interpretation)	$650	
Other (Technology)	$3,600	
Other (Telephone and Internet)	$0	
Other (Other Direct Program Support)	$0	
Other (Occupancy)	$0	
9. Sub recipient Contracts	$5,714	
Total Direct Costs	$263,504	
Total Indirect Costs	$24,062	
TOTAL	$287,566	

AB

11/21/2023

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Ascentria Community Services, Inc.*

Budget Request for: *RGA-2024-DLTSS-02-WORKF: Workforce Recruitment and Retention Strategies for Home and Community Based Services,*

Budget Period *July 1, 2024 - March 31, 2025 (SFY25)*

Indirect Cost Rate (if applicable) 22.63% of salary and wages

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$108,972	
2. Fringe Benefits	$32,147	
3. Consultants	$4,286	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$810	
6. Travel	$3,173	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Other (Tablets)	$0	
Other ((Internet Service for Tablets)	$24,300	
Other (Supplemental Retention Supports)	$25,781	
Other (Language Interpretation)	$520	
Other (Technology)	$0	
Other (Telephone and Internet)	$0	
Other (Other Direct Program Support)	$0	
Other (Occupancy)	$0	
9. Sub recipient Contracts	$4,286	
Total Direct Costs	$204,274	
Total Indirect Costs	$24,660	
TOTAL	$228,934	

AB

11/21/2023

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 DS AB

Date 11/21/2023

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: Ascentria Community Services, Inc

11/21/2023
Date

DocuSigned by:
Angela Bovill
Name: Angela Bovill
Title: President/CEO

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Ascentria Community Services, Inc

11/21/2023
Date

DocuSigned by:
Angela Bovill
Name: Angela Bovill
Title: President/CEO

DS
AB
Vendor Initials
11/21/2023
Date

New Hampshire Department of Health and Human Services
Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DS AB
Date 11/21/2023

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 (I)(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.

Contractor Name: Ascentria Community Services, Inc

11/21/2023
Date

DocuSigned by:
Angela Bovill
Name: Angela Bovill
Title: President/CEO

DS
AB
Contractor Initials
11/21/2023
Date

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

The Contractor 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:

Contractor 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.

DS
AB
Contractor Initials

Date 11/21/2023

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Ascentria Community Services, Inc

11/21/2023
Date

DocuSigned by:
Angela Bovill
Name: Angela Bovill
Title: President/CEO

Contractor Initials DS AB
Date 11/21/2023

Docusign Envelope ID: 80B99BDC-8138-4F99-A5C3-11EAC0720AF9

DocuSign Envelope ID: EB0199B8-C618-4464-8F64-3189F9FECE85

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 Contractor 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 Contractor 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.

Contractor Name: Ascentria Community Services, Inc

11/21/2023
Date

DocuSigned by:
Angela Bovill
Name: Angela Bovill
Title: President/CEO

DS
AB
Contractor Initials
11/21/2023
Date

Docusign Envelope ID: 80B99BDC-8138-4F99-A5C3-11EAC0720AF9

DocuSign Envelope ID: EB0199B8-C618-4464-8F64-3189F9FECE85

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

DS
AB

Contractor Initials
Date 11/21/2023

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 (UEI #)
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: Ascentria Community Services, Inc

11/21/2023
Date

DocuSigned by:
Angela Bovill
Name: Angela Bovill
Title: President/CEO

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: ER64HRTRKFY3

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Bell Tower Home Health Care LLC ("the Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on December 20, 2023 (item #11), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms; Section 4., to read:

   4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget, Amendment #1 and Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1 Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

3/3/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Bell Tower Home Health Care LLC

2/26/2025
Date

DocuSigned by:
Rosmery Torres
Name: Rosmery Torres
Title: VP Finance

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

OFFICE OF THE ATTORNEY GENERAL

3/6/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

	New Hampshire Department of Health and Human Services
Contractor Name:	*Bell Tower Home Health Care LLC*
Budget Request for:	*Workforce Recruitment and Retention Project*
Budget Period	*12/20/2023 - 12/31/2024 (SFY24)*
Indirect Cost Rate (if applicable)	0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$256,987.00
2. Fringe Benefits	$2,914.00
3. Consultants	$15,500.00
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0.00
5.(a) Supplies - Educational	$0.00
5.(b) Supplies - Lab	$0.00
5.(c) Supplies - Pharmacy	$0.00
5.(d) Supplies - Medical	$0.00
5.(e) Supplies Office	$0.00
6. Travel	$0.00
7. Software	$0.00
8. (a) Other - Marketing/ Communications	$0.00
8. (b) Other - Education and Training	$0.00
8. (c) Other - Other (specify below)	
Rent - 2nd office	$0.00
Internet - 2nd office	$0.00
Phone - 2nd office	$0.00
401k Benefits	$23,133.00
9. Subrecipient Contracts	$0.00
Total Direct Costs	$298,534.00
Total Indirect Costs	$0.00
TOTAL	**$298,534.00**

DS RT

Grantee Initials_____

Date 2/26/2025

	New Hampshire Department of Health and Human Services
Contractor Name:	*Bell Tower Home Health Care LLC*
Budget Request for:	*Workforce Recruitment and Retention Project*
Budget Period	*07/01/2024 - 6/31/2025 (SFY 25)*
Indirect Cost Rate (if applicable)	0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$161,920.00
2. Fringe Benefits	$2,580.51
3. Consultants	$22,800.00
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0.00
5.(a) Supplies - Educational	$2,600.00
5.(b) Supplies - Lab	$0.00
5.(c) Supplies - Pharmacy	$0.00
5.(d) Supplies - Medical	$600.00
5.(e) Supplies Office	$200.00
6. Travel	$0.00
7. Software	$3,520.00
8. (a) Other - Marketing/ Communications	$1,760.00
8. (b) Other - Education and Training	$1,071.13
8. (c) Other - Other (specify below)	
Rent - 2nd office	$0.00
Internet - 2nd office	$0.00
Phone - 2nd office	$0.00
401k Benefits	$9,548.36
9. Subrecipient Contracts	$0.00
Total Direct Costs	$206,600.00
Total Indirect Costs	$0.00
TOTAL	**$206,600.00**

DS RT

Grantee Initials

Date 2/26/2025

	New Hampshire Department of Health and Human Services
Contractor Name:	*Bell Tower Home Health Care LLC*
Budget Request for:	*Workforce Recruitment and Retention Project*
Budget Period	*07/01/2025 - 12/31/2025 (SFY 26)*
Indirect Cost Rate (if applicable)	0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$8,000.00
2. Fringe Benefits	$128.00
3. Consultants	$500.00
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0.00
5.(a) Supplies - Educational	$0.00
5.(b) Supplies - Lab	$0.00
5.(c) Supplies - Pharmacy	$0.00
5.(d) Supplies - Medical	$10.00
5.(e) Supplies Office	$10.00
6. Travel	$0.00
7. Software	$10.00
8. (a) Other - Marketing/ Communications	$10.00
8. (b) Other - Education and Training	$10.00
8. (c) Other - Other (specify below)	$0.00
Other - 401k Benefits	$2,688.00
8. (c) Other - (specify below)	$0.00
8. (c) Other - (specify below)	$0.00
8. (c) Other - (specify below)	$0.00
9. Subrecipient Contracts	$0.00
Total Direct Costs	
Total Indirect Costs	$0.00
TOTAL	**$11,366.00**

DS
RT

Grantee Initials

Date 2/26/2025

Docusign Envelope ID: 85ED58F3-1D49-4799-8D8E-73CB3BC36A91

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 BELL TOWER HOME HEALTH CARE LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 05, 2015. 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: **725765**

Certificate Number: **0007030885**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of January A.D. 2025.

David M. Scanlan
Secretary of State

Docusign Envelope ID: 85ED58F3-1D49-4799-8D8E-73CB3BC36A91

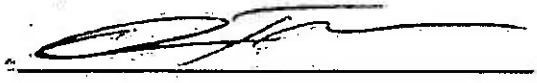
CERTIFICATE OF VOTE/AUTHORITY

I, Wilberto Torres of Bell Tower Home Health Care LLC (company) do hereby certify that:

1. I am the President of Bell Tower Home Health Care LLC (company).

2. That the VP of Finance is duly authorized on behalf of this company to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate, and Rosmery Torres is the duly elected VP of Finance of this company.

3. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the company. This authorization was valid for thirty (30) days prior to and remains valid for thirty (30) days from the date of this Certificate of Authority.



3/5/25

Name: Wilberto Torres
Title: President
Company Name: Bell Tower Home Health Care LLC

Date

Docusign Envelope ID: 85ED58F3-1D49-4799-8D8E-73CB3BC36A91

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/17/2025

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	CONTACT NAME: Kendra Cote
CGI Insurance, Inc. 5 Dartmouth Drive Auburn NH 03032	PHONE (A/C, No, Ext): (877) 562-8954 FAX (A/C, No): (866) 574-2443 E-MAIL ADDRESS: KCote@CGIBusinessInsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hanover Insurance Company	22292
INSURER B: Granite State HC&HS Trust / Midwest Employers Cas.	23612
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Bell Tower Home Health Care LLC
402 Amherst Street
Suite 401
Nashua NH 03060

COVERAGES **CERTIFICATE NUMBER:** 25/26 Master **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ZBVH142821	01/01/2025	01/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG E&O Occcurence	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AWVJ60138201	11/21/2024	11/21/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Uninsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ Nil			UHVH142992	01/01/2025	01/01/2026	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		R02353HCHS202501	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Workers' Compensation: 3(a) State(s): NH
Excluded Officers: Wilberto Torres and Yokasta Villar Campana

CERTIFICATE HOLDER

State of NH
Department of Health and Human
129 Pleasant Street
Concord NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ARC

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

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

December 5, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $4,227,096 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Ascentria Community Services, Inc.	222201	Statewide with the exception of Coos County	$516,500
Bell Tower Home Health Care, LLC	273258	Southern New Hampshire	$516,500
Bloom and Shine Services, LLC	340637	Greater Nashua Area	$516,500
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health	154112	Greater Nashua Area	$409,640
Great Bay Services, Inc.	154256	Strafford and Rockingham Counties	$516,500
Independence Care of New Hampshire LLC	340639	Greater Concord Area	$516,500
The Mental Health Center of Greater Manchester, Inc.	177184	Greater Manchester Area	$516,500
Monadnock Family Services	177510	Monadnock Region including Cheshire County and western Hillsborough County	$399,300
Ofemz Home Healthcare Agency, LLC	318067	Greater Manchester Area	$200,000
The Plus Co., Inc.	155124	Greater Nashua Area	$119,156
		TOTAL	**$4,227,096**

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Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents ten (10) of the Grant Agreements. The Governor and Council approved ten (10) Grant Agreements on November 29, 2023, Agenda Item #13. The Department anticipates presenting the remaining Grantees that received a pass rating at a future Governor and Council meeting.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778.

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. Weaver
Commissioner

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Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-DIV OF DEVELOPMENTAL SERVICES; DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Ascentria Community Services, Inc — *222201*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$287,566
2025	102-500731	Contracts for Prog Svc	93009020	$228,934
			Subtotal	***$516,500***

Bell Tower Home Health Care, LLC — *273258*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$309,900
2025	102-500731	Contracts for Prog Svc	93009020	$206,600
			Subtotal	***$516,500***

Bloom and Shine Services, LLC — *340637*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$414,515
2025	102-500731	Contracts for Prog Svc	93009020	$101,985
			Subtotal	***$516,500***

Community Council of Nashua d/b/a Greater Nashua Mental Health — *154112*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$204,820
2025	102-500731	Contracts for Prog Svc	93009020	$204,820
			Subtotal	***$409,640***

Great Bay Services, Inc. — *154256*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$361,190
2025	102-500731	Contracts for Prog Svc	93009020	$155,310
			Subtotal	***$516,500***

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Fiscal Details

Independence Care of New Hampshire LLC *340639*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$258,250
2025	102-500731	Contracts for Prog Svc	93009020	$258,250
			Subtotal	***$516,500***

The Mental Health Center of Greater Manchester, Inc. *177184*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$289,744
2025	102-500731	Contracts for Prog Svc	93009020	$226,756
			Subtotal	***$516,500***

Monadnock Family Services *177510*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$246,950
2025	102-500731	Contracts for Prog Svc	93009020	$152,350
			Subtotal	***$399,300***

Ofemz Home Healthcare Agency, LLC *318067*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$125,500
2025	102-500731	Contracts for Prog Svc	93009020	$74,500
			Subtotal	***$200,000***

The Plus Co., Inc. *155124*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$69,538
2025	102-500731	Contracts for Prog Svc	93009020	$49,618
			Subtotal	***$119,156***

Grand Total	***$4,227,096***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ARC of NH	Ascentria Community Services	Aspire Living & Learning	Becket Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc., dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$469,504	$4,060,000	$926,580	$615,000	$82,913	$661,958	$623,018	$322,543	$526,873	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$469,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

Reviewer Name	Title
1 Sandy Feroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Plus Company	Toward Independent Living and Learning, Inc. (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,482	$781,542	$550,000	$119,158	$358,920	$500,000	$393,194	$554,946	$389,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$516,500*	*$516,500*	*$516,500*	*$119,158*	*$358,920*	*$500,000*	*$93,194*	*$516,500*	*$389,600*	$11,066,760

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FORM NUMBER G-1 (version 11/2021)

Subject: RGA-2024-DLTSS-02-WORKF-06 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Bell Tower Home Health Care, LLC		1.4. Grantee Address 400 Amherst Street Ste 403, Nashua, NH 03063	
1.5 Grantee Phone # (603) 821-7421	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $516,500
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: Rosmery Torres 12/4/2023 51E3B7F3A757430...		1.12. Name & Title of Grantee Signor 1 Rosmery Torres VP Finance	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Melissa Hardy 12/4/2023 1323A2404DF405...		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 12/5/2023 748734044413B0...			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS RT

Date 12/4/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT: REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Intials RT

Date 12/4/2023

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

DS

Contractor Initials RT

Date 12/4/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.3. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.4. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1 Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize grant funding under this Agreement to increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in Southern New Hampshire, by implementing projects that align with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must:

1.2.1. Recruit bilingual medical staff persons to serve nonnative English-speaking communities, which includes:

1.2.1.1. Hiring a Multi-Culture Health Care Recruiter. Responsibilities will include, but are not to:

1.2.1.1.1. Collaborating with local Spanish-speaking communities, organizations and educational institutions to identify and recruit qualified candidates.

1.2.1.1.2. Implementing targeted recruitment strategies and outreach efforts.

1.2.1.2. Recruit and hire a minimum of:

1.2.1.2.1. Three (3) Spanish-speaking home health nurses;

1.2.1.2.2. Thirty (30) Spanish-speaking PCSA's; and

1.2.1.2.3. Ten (10) Licensed Nursing Assistants.

1.2.2. Provide culture competency and language courses for current staff persons to increase the number of multilingual home health nurses, physical therapists, and aides, by engaging five (5) current team members in Spanish language courses.

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the projects as specified in Subsection 1.2 above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for any projects not completed on time, or not demonstrating progress, on a quarterly basis no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing a project on schedule; and

1.3.2.2. A plan to complete the project, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Project statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the projects, which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   - 3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   - 3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   - 5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   - 5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   - 5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   - 5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   - 5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   - 5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

     Financial Manager
     Department of Health and Human Services
     105 Pleasant Street
     Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

7. The Grantee shall submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Grantee 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.

9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

9.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

9.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee

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.

Docusign Envelope ID: 8BTE6FF3-1D49-4798-BD9E-73CF38FC95A01

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name:	*Bell Tower Home Health Care*
Budget Request for:	*Workforce Recruitment and Retention Project*
Budget Period	*G&C Approval Date through 6/30/24*
Indirect Cost Rate (if applicable)	0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$242,880.00
2. Fringe Benefits	$3,870.77
3. Consultants	$34,200.00
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0.00
5.(a) Supplies - Educational	$3,900.00
5.(b) Supplies - Lab	$0.00
5.(c) Supplies - Pharmacy	$0.00
5.(d) Supplies - Medical	$900.00
5.(e) Supplies Office	$300.00
6. Travel	$0.00
7. Software	$5,280.00
8. (a) Other - Marketing/ Communications	$2,640.00
8. (b) Other - Education and Training	$1,606.70
8. (c) Other - Other (specify below)	
Rent - 2nd office	$0.00
Internet - 2nd office	$0.00
Phone - 2nd office	$0.00
401k Benefits	$14,322.53
9. Subrecipient Contracts	$0.00
Total Direct Costs	$309,900.00
Total Indirect Costs	$0.00
TOTAL	$309,900.00

RT
12/4/2023

New Hampshire Department of Health and Human Services	
Complete one budget form for each budget period.	
Contractor Name: *Bell Tower Home Health Care*	
Budget Request for: *Workforce Recruitment and Retention Project*	
Budget Period *7/1/2024 - 3/31/2025*	
Indirect Cost Rate (if applicable) 0.00%	

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$161,920.00
2. Fringe Benefits	$2,580.51
3. Consultants	$22,600.00
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0.00
5.(a) Supplies - Educational	$2,800.00
5.(b) Supplies - Lab	$0.00
5.(c) Supplies - Pharmacy	$0.00
5.(d) Supplies - Medical	$800.00
5.(e) Supplies Office	$200.00
6. Travel	$0.00
7. Software	$3,520.00
8. (a) Other - Marketing/ Communications	$1,780.00
8. (b) Other - Education and Training	$1,071.13
8. (c) Other - Other (specify below)	
Rent - 2nd office	$0.00
Internet - 2nd office	$0.00
Phone - 2nd office	$0.00
401k Benefits	$9,548.36
9. Subrecipient Contracts	$0.00
Total Direct Costs	$206,800.00
Total Indirect Costs	$0.00
TOTAL	$206,800.00

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12/4/2023

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 RT DS
Date 12/4/2023

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: Bell Tower Home Health Care

12/4/2023
Date

DocuSigned by:
Rosmery Torres
E1E307E0A757439...
Name: Rosmery Torres
Title: VP Finance

Docusign Envelope ID: 85ED58F3-1D49-4799-8D8E-73CB3BC36A91

DocuSign Envelope ID: AEAE84FD-4BCF-4030-9206-72587C17E44F

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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Bell Tower Home Health Care

12/4/2023
Date

DocuSigned by:
Rosmery Torres
E163378A76A4D...
Name: Rosmery Torres
Title: VP Finance

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RT
Vendor Initials
12/4/2023
Date

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials RT
Date 12/4/2023

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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 (l)(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.

Contractor Name: Bell Tower Home Health Care

12/4/2023
Date

DocuSigned by:
Rosmery Torres
Name: Rosmery Torres
Title: VP Finance

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 Contractor 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:

Contractor 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.

DS
RT

Contractor Initials _____

Date 12/4/2023

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Bell Tower Home Health Care

12/4/2023
Date

DocuSigned by:
Rosmery Torres
Name: Rosmery Torres
Title: VP Finance

Docusign Envelope ID: 85ED58F3-1D49-4799-8D8E-73CB3BC36A91

DocuSign Envelope ID: AEAE84FD-4BCF-4030-9206-72587C17E44F

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 Contractor 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 Contractor 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.

Contractor Name: Bell Tower Home Health Care

12/4/2023
Date

DocuSigned by:
Rosmery Torres
Name: Rosmery Torres
Title: VP Finance

DS
RT
Contractor Initials

12/4/2023
Date

Docusign Envelope ID: 85ED58F3-1D49-4799-8D8E-73CB3BC36A91

DocuSign Envelope ID: AEAE84FD-4BCF-4030-9206-72587C17E44F

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

DS
RT
Contractor Initials
Date 12/4/2023

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 (UEI #)
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: Bell Tower Home Health Care

12/4/2023
Date

DocuSigned by:
Rosmery Torres
Name: Rosmery Torres
Title: VP Finance

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: YMFEKYCZT4M5

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

   ___ NO ___X___ YES

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

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

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

   ___X___ NO ___ YES

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

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

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

   Name: Wilberto Torres Amount: _____

   Name: Yokasta V Campana Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials DS RT

Date 12/4/2023

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Bloom and Shine Services, LLC ("the Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on December 20, 2023 (item #11), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, by adding Section 4., to read:

   4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget, Amendment #1through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1, Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

2/28/2025
Date

DocuSigned by:
Melissa Hardy
1323D2D4B0F4D5...
Name: Melissa Hardy
Title: Director, DLTSS

Bloom and Shine Services, LLC

2/28/2025
Date

DocuSigned by:
Suraj Budathoki
402A0189B35B4D0...
Name: Suraj Budathoki
Title: Administrator

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

OFFICE OF THE ATTORNEY GENERAL

3/1/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services	
Contractor Name:	*Bloom and Shine Services, LLC*
Budget Request for:	*RGA-2024-DLTSS-02-WORKF-07*
Budget Period	*12/20/2023 - 6/30/2024 (SFY24)*
Indirect Cost Rate (if applicable)	0.82%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$2,431
2. Fringe Benefits	$9,972
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$950
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$1,165
6. Travel	$30
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Employee Incentive Program	$145,839
Awards	$0
Sign-on Bonuses	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$160,387
Total Indirect Costs	$1,319
TOTAL	**$161,706**

DS

SB

Grantee Initials _____

2/28/2025

Date _____

	New Hampshire Department of Health and Human Services
Contractor Name:	*Bloom and Shine Services, LLC*
Budget Request for:	*RGA-2025-DLTSS-02-WORKF-07*
Budget Period	*07/01/2024 - 06/31/2025 (SFY 25)*
Indirect Cost Rate (if applicable)	0.78%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$9,643
2. Fringe Benefits	$10,606
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$625
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$1,000
6. Travel	$427
Communications	$100
8. (b) Other - Education and Training	$1,113
8. (c) Other - Other (specify below)	
Employee Incentive Program	$71,518
Awards	$2,760
Sign-on Bonuses	$3,400
9. Subrecipient Contracts	$0
Total Direct Costs	$101,192
Total Indirect Costs	$793
TOTAL	**$101,985**

DS

SB

Grantee Initials

2/28/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Bloom and Shine Services, LLC*

Budget Request for: *RGA-2025-DLTSS-02-WORKF-07*

Budget Period *07/01/2025 - 12/31/2025 (SFY 26)*

Indirect Cost Rate (if applicable) 1.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$36,783
2. Fringe Benefits	$33,101
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$575
5.(a) Supplies - Educational	$800
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$2,835
6. Travel	$1,470
8. (a) Other - Marketing/ Communications	$400
8. (b) Other - Education and Training	$4,702
8. (c) Other - Other (specify below)	
Other-Sign-on bonuses	$145,000
Other-Specify	$11,040
Other-Specify	$13,600
9. Subrecipient Contracts	$0
Total Direct Costs	$250,306
Total Indirect Costs	$2,503
TOTAL	**$252,809**

DS

SB

Grantee Initials

2/28/2025

Date

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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 BLOOM AND SHINE SERVICES, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 21, 2018. 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: **801559**

Certificate Number: **0006657952**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2024.

David M. Scanlan

Secretary of State

Docusign Envelope ID: DAD484A4-70AF-45E6-BFF6-9132F17C47B1

CERTIFICATE OF AUTHORITY

I Dinesh Chauwan , hereby certify that:

1. I am a duly Member of Bloom And Shine Services, LLC

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 08/21/2018, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Suraj Budathoki is duly authorized on behalf of Bloom And Shine Services, LLC 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 was **valid thirty (30) days prior to and 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: 2/19/2025

DINESH
Signature of Elected Officer
Name: Dinesh Chauwan
Title: Member

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Docusign Envelope ID: DAD484A4-70AF-45E6-BFF6-9132F17C47B1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/28/2025

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	CONTACT NAME: Rabi Dahal
AS Insurance Agency LLC - OH 1300 Aida Drive Reynoldsburg OH 43068	PHONE (A/C, No, Ext): (603) 627-8000 FAX (A/C, No): E-MAIL ADDRESS: rdahal@asuragency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Beazley Insurance Company, Inc	37540
INSURER B: Accident Fund insurance Company of America	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Bloom and Shine Services, LLC
90 AIRPORT RD
CONCORD NH 03301-5326

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			V167Y824PNPM	05/14/2024	05/14/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PRODUCTS	$ 1,000,000 $ 50,000 $ 5,000 $ $ 3,000,000 $ 3,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AF WCP 100112002 01	03/01/2025	03/01/2026	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	A Professional Liability (E&O)			V167Y824PNPM	05/14/2024	05/14/2025	Coverage Aggregate Deductibles	1,000,000 3,000,000 1,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ARC

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF LONG TERM SUPPORTS AND SERVICES

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

December 5, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $4,227,096 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Ascentria Community Services, Inc.	222201	Statewide with the exception of Coos County	$516,500
Bell Tower Home Health Care, LLC	273258	Southern New Hampshire	$516,500
Bloom and Shine Services, LLC	340637	Greater Nashua Area	$516,500
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health	154112	Greater Nashua Area	$409,640
Great Bay Services, Inc.	154256	Strafford and Rockingham Counties	$516,500
Independence Care of New Hampshire LLC	340639	Greater Concord Area	$516,500
The Mental Health Center of Greater Manchester, Inc.	177184	Greater Manchester Area	$516,500
Monadnock Family Services	177510	Monadnock Region including Cheshire County and western Hillsborough County	$399,300
Ofemz Home Healthcare Agency, LLC	318067	Greater Manchester Area	$200,000
The Plus Co., Inc.	155124	Greater Nashua Area	$119,156
		TOTAL	$4,227,096

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Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents ten (10) of the Grant Agreements. The Governor and Council approved ten (10) Grant Agreements on November 29, 2023, Agenda Item #13. The Department anticipates presenting the remaining Grantees that received a pass rating at a future Governor and Council meeting.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778.

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. Weaver
Commissioner

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Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-DIV OF DEVELOPMENTAL SERVICES; DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Ascentria Community Services, Inc *222201*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$287,566
2025	102-500731	Contracts for Prog Svc	93009020	$228,934
			Subtotal	***$516,500***

Bell Tower Home Health Care, LLC *273258*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$309,900
2025	102-500731	Contracts for Prog Svc.	93009020	$206,600
			Subtotal	***$516,500***

Bloom and Shine Services, LLC *340637*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$414,515
2025	102-500731	Contracts for Prog Svc	93009020	$101,985
			Subtotal	***$516,500***

Community Council of Nashua
d/b/a Greater Nashua Mental Health *154112*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$204,820
2025	102-500731	Contracts for Prog Svc	93009020	$204,820
			Subtotal	***$409,640***

Great Bay Services, Inc. *154256*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$361,190
2025	102-500731	Contracts for Prog Svc	93009020	$155,310
			Subtotal	***$516,500***

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Fiscal Details

Independence Care of New Hampshire LLC *340639*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$258,250
2025	102-500731	Contracts for Prog Svc	93009020	$258,250
			Subtotal	***$516,500***

The Mental Health Center of Greater Manchester, Inc. *177184*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$289,744
2025	102-500731	Contracts for Prog Svc	93009020	$226,756
			Subtotal	***$516,500***

Monadnock Family Services *177510*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$246,950
2025	102-500731	Contracts for Prog Svc	93009020	$152,350
			Subtotal	***$399,300***

Ofemz Home Healthcare Agency, LLC *318067*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$125,500
2025	102-500731	Contracts for Prog Svc	93009020	$74,500
			Subtotal	***$200,000***

The Plus Co., Inc. *155124*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$69,538
2025	102-500731	Contracts for Prog Svc	93009020	$49,618
			Subtotal	***$119,156***

Grand Total	***$4,227,096***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ARC of NH	Ascentria Community Services	Aspire Living & Learning	Becket Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc., dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,373,429	$400,010	$469,504	$4,060,000	$926,580	$615,000	$82,913	$681,958	$523,018	$322,543	$526,673	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$469,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

Reviewer Name	Title
1 Sandy Feroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Plus Company	Toward Independent Living and Learning, Inc. (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,462	$781,514	$550,000	$119,156	$358,920	$500,000	$93,194	$554,548	$389,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$516,500*	*$516,500*	*$516,500*	*$119,156*	*$358,920*	*$500,000*	*$93,194*	*$516,500*	*$389,600*	*$11,066,760*

Subject: RGA-2024-DLTSS-02-WORKF-07 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Bloom and Shine Services, LLC		1.4. Grantee Address 90 Airport Road Ste. 27 Concord, NH 03301	
1.5 Grantee Phone # (603) 262-0500	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $516,500
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: Suraj Budathoki 11/30/2023		1.12. Name & Title of Grantee Signor 1 Suraj Budathoki Administrator	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Melissa Hardy 11/30/2023		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Assistant Attorney General, On: 12/1/2023			
1.16. Approval by Governor and Council (if applicable) By:		On:	

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS SB
Date 11/30/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Intials SB

Date 11/30/2023

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials SB

Date 11/30/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.3. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.4. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize funding provided under this Agreement to increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in the Greater Nashua Area by implementing initiatives that align with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must:

1.2.1. Develop a position and hire for a Community Outreach Director. Responsibilities will include, but are not limited to:

1.2.1.1. Building relationships with different communities.

1.2.1.2. Scheduling meetings to introduce the Grantee to community members.

1.2.1.3. Being visible at community events.

1.2.1.4. Providing information and resources to educate community members.

1.2.1.5. Identifying training opportunities that align with the interests and goals of the employees.

1.2.1.6. Creating a culture of continuous learning and professional development by encouraging employees to share their knowledge and skills.

1.2.1.7. Encouraging employees to pursue further education and training.

1.2.1.8. Providing opportunities for mentorship and professional networking.

1.2.2. Develop an Employee Appreciation Program, which must include but is not limited to, recognizing and rewarding individual employee performance through monetary incentives paid by the Grantee.

1.2.3. Initiate a sign-up bonus program, including:

1.2.3.1. $1,000 total sign-up bonus for new hires, paid by the Grantee, with $500 paid after completing six (6) months of employment, and $500 paid after completing one (1) year of employment.

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the initiatives as specified in Subsection 1.2, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for any initiatives not completed on time or not demonstrating progress on a quarterly basis, no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing an initiative on schedule or not demonstrating progress; and

1.3.2.2. A plan to complete the initiative, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Initiative statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the initiatives, which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   - 3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   - 3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   - 5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   - 5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   - 5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   - 5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   - 5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   - 5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

     Financial Manager
     Department of Health and Human Services
     105 Pleasant Street
     Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. The Grantee shall submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7. of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

   9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

      9.1.1. Condition A - The Grantee 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.

      9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

      9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

   9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

      9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

   9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

   9.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

   9.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee

shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Bloom and Shine Services*

Budget Request for: *RGA-2024-DLTSS-02-WORKF-07*

Budget Period *G&C Approval Date through 6/30/2024*

Indirect Cost Rate (if applicable) 0.93%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$39,214	
2. Fringe Benefits	$43,073	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$1,525	
5.(a) Supplies - Educational	$800	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$4,000	
6. Travel	$1,500	
8. (a) Other - Marketing/ Communications	$400	
8. (b) Other - Education and Training	$4,702	
8. (c) Other - Other (specify below)		
Employee Incentive Program	$290,839	
Awards	$11,040	
Sign-on Bonuses	$13,600	
9. Subrecipient Contracts	$0	
Total Direct Costs	$410,693	
Total Indirect Costs	$3,822	
TOTAL	$414,515	

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11/30/2023

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Bloom and Shine Services*

Budget Request for: *RGA-2025-DLTSS-02-WORKF-07*

Budget Period *07/01/2024 - 03/31/2025*

Indirect Cost Rate (if applicable) 0.78%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$9,643	
2. Fringe Benefits	$10,606	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$625	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$1,000	
6. Travel	$427	
[illegible] Communications	$100	
8. (b) Other - Education and Training	$1,113	
8. (c) Other - Other (specify below)		
Employee Incentive Program	$71,518	
Awards	$2,760	
Sign-on Bonuses	$3,400	
9. Subrecipient Contracts	$0	
Total Direct Costs	$101,192	
Total Indirect Costs	$793	
TOTAL	$101,985	

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11/30/2023

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 SB DS

Date 11/30/2023

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: Bloom And Shine Services

11/30/2023
Date

DocuSigned by:
Suraj Budathoki
Name: Suraj Budathoki
Title: Administrator

Docusign Envelope ID: DAD484A4-70AF-45E6-BFF6-9132F17C47B1

DocuSign Envelope ID: D99A2726-F2F4-487E-A759-4883F9D1CD58

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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Bloom And Shine Services

11/30/2023
Date

DocuSigned by:
Suraj Budathoki
Name: Suraj Budathoki
Title: Administrator

New Hampshire Department of Health and Human Services
Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Name: Bloom And Shine Services

11/30/2023
Date

DocuSigned by:
Suraj Budathoki
Name: Suraj Budathoki
Title: Administrator

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 Contractor 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:

Contractor 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.

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Bloom And Shine Services

11/30/2023
Date

DocuSigned by:
Suraj Budathoki
92A01B8339401...
Name: Suraj Budathoki
Title: Administrator

Docusign Envelope ID: DAD484A4-70AF-45E6-BFF6-9132F17C47B1

DocuSign Envelope ID: D99A2726-F2F4-487E-A759-4883F9D1CD58

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 Contractor 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 Contractor 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.

Contractor Name: Bloom And Shine Services

11/30/2023
Date

DocuSigned by:
Suraj Budathoki
Name: Suraj Budathoki
Title: Administrator

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

DS

SB

Contractor Initials

Date 11/30/2023

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 (UEI #)
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: Bloom And Shine Services

11/30/2023
Date

DocuSigned by:
Suraj Budathoki
Name: Suraj Budathoki
Title: Administrator

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: TSFUA3XGWG18

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials: SB (DS)

Date: 11/30/2023

State of New Hampshire
Department of Health and Human Services
Amendment #1.

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Council of Nashua, NH d/b/a Greater Nashua Mental Health ("the Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on December 20, 2023 (item #11), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, Amendment #1 through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1 Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

2/28/2025
Date

DocuSigned by:
Melissa Hardy
1329A24[illegible]
Name: Melissa Hardy
Title: Director, DLTSS

Community Council of Nashua, NH d/b/a Greater Nashua Mental Health

2/27/2025
Date

Signed by:
Cynthia L. Whitaker, PsyD
Name: Cynthia L. Whitaker, PsyD
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

3/1/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Contractor Name: *Community Council of Nashua, NH d/b/a Greater Nashua Mental Health*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home & Community Based Services*

Budget Period *12/20/2023 - 6/30/2024 (SFY 2024)*

Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$14,559
2. Fringe Benefits	$1,688
3. Consultants	$0
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify) - Loan Assistance	$42,500
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$58,746
Total Indirect Costs	$5,875
TOTAL	**$64,621**

Initial

Grantee Initials

2/27/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Community Council of Nashua, NH d/b/a Greater Nashua Mental Health*

Budget Request for: *Worforce Recrutiment and Retention Strategies for Home & Community Based Services*

Budget Period *07/01/2024 - 06/30/2025 (SFY 2025)*

Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$66,308
2. Fringe Benefits	$19,893
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify) - Loan Assistance	$100,000
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$186,200
Total Indirect Costs	$18,620
TOTAL	**$204,820**

Initial

Grantee Initials

2/27/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Community Council of Nashua, NH d/b/a Greater Nashua Mental Health*

Budget Request for: *Worforce Recrutiment and Retention Strategies for Home & Community Based Services*

Budget Period *07/01/2025 - 12/30/2025 (SFY 2026)*

Indirect Cost Rate (If applicable) 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$51,749
2. Fringe Benefits	$18,205
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify) - Loan Assistance	$57,500
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$127,454
Total Indirect Costs	$12,745
TOTAL	**$140,199**

Initial

Grantee Initials

2/27/2025

Date

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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 THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 1923. 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: **63050**

Certificate Number: **0006206726**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of April A.D. 2023.

David M. Scanlan

Secretary of State

Docusign Envelope ID: A71BC7CF-96E9-47E8-B320-4A354E90A187

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 GREATER NASHUA MENTAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on November 13, 2018. 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: **807172**

Certificate Number: **0006206714**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of April A.D. 2023.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, James R. Jordan, Board Chair, hereby certify that:
(Name of the elected Officer of the Corporation/LLC: cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Community Council of Nashua, NH d/b/a Greater Nashua Mental Health
(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 26, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Cynthia L Whitaker, PsyD, MLADC, President & Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Community Council of Nashua, NH d/b/a Greater Nashua Mental Health to enter into contracts or agreements with the State (Name of Corporation/ LLC)

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

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

Dated: 2/26/2025

Signature of Elected Officer
Name: James R. Jordan
Title: Board Chair
Greater Nashua Mental Health

Amendment #1 to the Workforce Recruitment and Retention Strategies for Hoeme and Community Based Services Grant Agreement (RGA-2024-DLTSS-02-WORKF-09-A01) contract

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/16/2025

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 Eaton & Berube Insurance Agency, LLC 11 Concord Street Nashua NH 03064	CONTACT NAME: Cathy Beauregard PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): E-MAIL ADDRESS: cbeauregard@eatonberube.com
INSURED COMCO3 The Community Council of Nashua NH, Inc dba Greater Nashua Mental Health 100 West Pearl Street Nashua NH 03060	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Scottsdale Insurance Co INSURER B : Concord General Mutual — 20672 INSURER C : Granite State Health Care & Human Services Self In INSURER D : The Lawson Group INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 355793523 **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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			OPS1586723	11/12/2024	11/12/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY [X] SCHEDULED AUTOS NON-OWNED AUTOS ONLY			20038992	11/12/2024	11/12/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000			XLS1224786	11/12/2024	11/12/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		P02534HCHS2025 M1395801	1/1/2025 1/1/2025	1/1/2026 1/1/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Claims Made Retro Date: 11/12/1986			OPS1586723	11/12/2024	11/12/2025	Each Claim Aggregate	$5,000,000 $5,000,000

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

Workers Compensation coverage: NH; no excluded officers.

State of NH Department of Health and Human Services is listed as additional insured per written contract.

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

CANCELLATION 30 days/10 days non-payment

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

Marc R Berube

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ARC

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

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

December 5, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $4,227,096 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Ascentria Community Services, Inc.	222201	Statewide with the exception of Coos County	$516,500
Bell Tower Home Health Care, LLC	273258	Southern New Hampshire	$516,500
Bloom and Shine Services, LLC.	340637	Greater Nashua Area	$516,500
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health	154112	Greater Nashua Area	$409,640
Great Bay Services, Inc.	154256	Strafford and Rockingham Counties	$516,500
Independence Care of New Hampshire LLC	340639	Greater Concord Area	$516,500
The Mental Health Center of Greater Manchester, Inc.	177184	Greater Manchester Area	$516,500
Monadnock Family Services	177510	Monadnock Region including Cheshire County and western Hillsborough County	$399,300
Ofemz Home Healthcare Agency, LLC	318067	Greater Manchester Area	$200,000
The Plus Co., Inc.	155124	Greater Nashua Area	$119,156
		TOTAL	$4,227,096

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Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents ten (10) of the Grant Agreements. The Governor and Council approved ten (10) Grant Agreements on November 29, 2023, Agenda Item #13. The Department anticipates presenting the remaining Grantees that received a pass rating at a future Governor and Council meeting.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778.

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. Weaver
Commissioner

Docusign Envelope ID: A71BC7CF-96E9-47E8-B320-4A354E90A187

Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES; DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-DIV OF DEVELOPMENTAL SERVICES; DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Ascentria Community Services, Inc — *222201*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$287,566
2025	102-500731	Contracts for Prog Svc	93009020	$228,934
			Subtotal	*$516,500*

Bell Tower Home Health Care, LLC — *273258*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$309,900
2025	102-500731	Contracts for Prog Svc	93009020	$206,600
			Subtotal	*$516,500*

Bloom and Shine Services, LLC — *340637*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$414,515
2025	102-500731	Contracts for Prog Svc	93009020	$101,985
			Subtotal	*$516,500*

Community Council of Nashua d/b/a Greater Nashua Mental Health — *154112*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$204,820
2025	102-500731	Contracts for Prog Svc	93009020	$204,820
			Subtotal	*$409,640*

Great Bay Services, Inc. — *154256*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$361,190
2025	102-500731	Contracts for Prog Svc	93009020	$155,310
			Subtotal	*$516,500*

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Fiscal Details

Independence Care of New Hampshire LLC *340639*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$258,250
2025	102-500731	Contracts for Prog Svc	93009020	$258,250
			Subtotal	***$516,500***

The Mental Health Center of Greater Manchester, Inc. *177184*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$289,744
2025	102-500731	Contracts for Prog Svc	93009020	$226,756
			Subtotal	***$516,500***

Monadnock Family Services *177510*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$246,950
2025	102-500731	Contracts for Prog Svc	93009020	$152,350
			Subtotal	***$399,300***

Ofemz Home Healthcare Agency, LLC *318067*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$125,500
2025	102-500731	Contracts for Prog Svc	93009020	$74,500
			Subtotal	***$200,000***

The Plus Co., Inc. *155124*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$69,538
2025	102-500731	Contracts for Prog Svc	93009020	$49,618
			Subtotal	***$119,156***

Grand Total	***$4,227,096***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ARC of NH	Ascentria Community Services	Aspire Living & Learning	Becket Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc., dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$469,504	$4,080,000	$926,580	$615,000	$82,913	$681,958	$623,018	$322,543	$526,573	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$469,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

Reviewer Name	Title
1 Sandy Feroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Plus Company	Toward Independent Living and Learning, Inc. (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,462	$518,514	$550,000	$119,156	$358,920	$500,000	$93,194	$554,548	$389,600	$17,455,535
$516,500	$516,500	$399,300	$94,640	$512,840	$200,000	$516,500	$516,500	$516,500	$119,156	$358,920	$500,000	$93,194	$516,500	$389,600	$11,066,760

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DocuSign Envelope ID: 63E68BD0-4233-4FCB-8670-51CC7F5F387A

FORM NUMBER G-1 (version 11/2021)

Subject: RGA-2024-DLTSS-02-WORKF-09 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Community Council of Nashua, NH d/b/a Greater Nashua Mental Health		1.4. Grantee Address 100 West Pearl Street, Nashua, NH 03060	
1.5 Grantee Phone # (603) 889-6147	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $409,640
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: Cynthia L. Whitaker, Psy.D. 11/29/2023		1.12. Name & Title of Grantee Signor 1 Cynthia L. Whitaker, Psy.D. President and CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Melissa Hardy 11/30/2023		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 11/30/2023			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS
Date 11/29/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Initials

Date 11/29/2023

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials CW

Date ~~11/29/2023~~

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.3. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.4. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize funding provided under this Agreement to conduct four (4) recruitment and retention initiatives to increase the Home and Community Based Services (HCBS) direct care workforce in the Greater Nashua Area, including:

1.1.1. Creation of Functional Mentor positions;

1.1.2. Implementation of training at Nashua High Schools and Nashua Community College;

1.1.3. Paid internships; and

1.1.4. Loan assistance.

1.2. The Grantee must:

1.2.1. Develop and hire an individual for the position of Functional Mentor. Responsibilities will include, but are not be limited to:

1.2.1.1. Orientation, collaboration and mentorship for newly hired Case Managers during their first six (6) months of employment.

1.2.1.2. Guidance on caseload management including, but not limited to:

1.2.1.2.1. Time management.

1.2.1.2.2. Resolution of scheduling issues.

1.2.1.2.3. Proper documentation.

1.2.2. Develop and implement a training program, in collaboration with the Nashua high schools and Nashua Community College, to establish a recruitment pipeline between the Grantee, Nashua high schools, and community college. The training program must include, but is not limited to:

1.2.2.1. Two (2) to three (3) day classes educating high school students on the importance of community-based work with individuals diagnosed with mental illness.

1.2.2.2. Informational material on Nashua Community College's associate degree programs in psychology and other human services fields.

1.2.3. The Grantee must provide up to ten (10) paid internships to bachelor's level individuals who perform community-based work for an average of 20 hours per week at a pay rate of $15 per hour.

1.2.4. The Grantee must develop an application process to provide $2,500 each academic year, for up to two (2) academic years in loan assistance to staff in lower-wage clinical roles who are not eligible for other loan repayment programs, including, but not limited to:

1.2.4.1. Employees working as Case Managers and Community Support Specialists.

1.2.4.2. Employees who have worked for the agency for a minimum of one (1) year.

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the initiatives as specified in Subsection 1.2 above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan for any initiative not completed on time or not demonstrating progress on a quarterly basis, no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reasons or barriers for not completing an initiative on schedule or not demonstrating progress; and

1.3.2.2. A plan to complete the initiative, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Initiative statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the initiatives, which must include supporting documentation. Grantee must only provide aggregated and de-identified information.

1.3.3.3. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   - 3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   - 3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   - 5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   - 5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   - 5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   - 5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   - 5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   - 5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

     Financial Manager
     Department of Health and Human Services
     105 Pleasant Street
     Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

   9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

      9.1.1. Condition A - The Grantee 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.

      9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

      9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

   9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

      9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

   9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

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

New Hampshire Department of Health and Human Services

Contractor Name: *Community Council of Nashua, NH d/b/a Greater Nashua Mental Health*

Budget Request for: *Worforce Recrutiment and Retention Strategies for Home & Community Based Services*

Budget Period *G&C Approval Date - 6/30/2024*

Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost Funded by DHHS	
1. Salary & Wages	$66,308	
2. Fringe Benefits	$19,893	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Other (please specify) - Loan Assistance	$100,000	
Total Direct Costs	$186,200	
Total Indirect Costs	$18,620	Calculated at 10% de minimis
TOTAL	$204,820	

DS

11/29/2023

New Hampshire Department of Health and Human Services

Contractor Name: *Community Council of Nashua, NH d/b/a Greater Nashua Mental Health*

Budget Request for: *Worforce Recrutiment and Retention Strategies for Home & Community Based Services*

Budget Period *7/1/2024-3/31/2025*

Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$66,308	
2. Fringe Benefits	$19,893	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Other (please specify) - Loan Assistance	$100,000	
9. Subrecipient Contracts	$0	
Total Direct Costs	$186,200	
Total Indirect Costs	$18,620	Calculated at 10% de minimis
TOTAL	$204,820	

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11/29/2023

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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 CU
Date 11/29/2023

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: Greater Nashua Mental Health

11/29/2023
Date

DocuSigned by:
Cynthia L. Whitaker, PsyD
Name: Cynthia L. Whitaker, PsyD
Title: President and CEO

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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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Greater Nashua Mental Health

11/29/2023
Date

DocuSigned by:
Cynthia L. Whitaker, PsyD
Name: Cynthia L. Whitaker, PsyD
Title: President and CEO

Docusign Envelope ID: A71BC7CF-96E9-47E8-B320-4A354E90A187

DocuSign Envelope ID: 63E68BD0-4233-4FCB-8670-51CC7F5F387A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Name: Greater Nashua Mental Health

11/29/2023
Date

DocuSigned by:
Cynthia L. Whitaker, PsyD
Name: Cynthia L. Whitaker, PsyD
Title: President and CEO

DS
CW
Contractor Initials

11/29/2023
Date

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

The Contractor 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:

Contractor 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.

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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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Greater Nashua Mental Health

11/29/2023
Date

DocuSigned by:
Cynthia L. Whitaker, PsyD
Name: Cynthia L. Whitaker, PsyD
Title: President and CEO

Docusign Envelope ID: A71BC7CF-96E9-47E8-B320-4A354E90A187

DocuSign Envelope ID: 63E68BD0-4233-4FCB-8670-51CC7F5F387A

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 Contractor 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 Contractor 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.

Contractor Name: Greater Nashua Mental Health

11/29/2023
Date

DocuSigned by:
Cynthia L. Whitaker, PsyD
Name: Cynthia L. Whitaker, PsyD
Title: President and CEO

Docusign Envelope ID: A71BC7CF-96E9-47E8-B320-4A354E90A187

DocuSign Envelope ID: 63E68BD0-4233-4FCB-8670-51CC7F5F387A

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

DS

Contractor Initials

Date 11/29/2023

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 (UEI #)
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: Greater Nashua Mental Health

11/29/2023
Date

DocuSigned by:
Cynthia L. Whitaker, PsyD
Name: Cynthia L. Whitaker, PsyD
Title: President and CEO

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: KLQ5SMKH3NJ1

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Home and Community Based Services Workforce Recruitment and Retention Strategies Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Great Bay Services, Inc., ("Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on December 20, 2023, (Item #11), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, Amendment #1 through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1 Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2 Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

Initial

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

2/26/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Great Bay Services, Inc.

2/25/2025
Date

Signed by:
Pamela A. Lowy
Name: Pamela A. Lowy
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

2/27/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Contractor Name: *Great Bay Services, Inc.*

Budget Request for: *RGA-2024-DLTSS-02-WORKF-12*

Budget Period *12/20/2023 - 6/30/2024 (SFY24)*

Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	
2. Fringe Benefits	$39,750
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$3,388
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$41,576
7. Software	$0
8. (a) Other - Marketing/ Communications	$2,653
8. (b) Other - Education and Training	$1,515
8. (c) Other - Other (specify below)	
9. Subrecipient Contracts	$0
Total Direct Costs	$88,882
Total Indirect Costs	$8,549
TOTAL	**$97,431**

Initial

Grantee Initials PAL

Date 2/25/2025

New Hampshire Department of Health and Human Services	
Contractor Name:	*Great Bay Services, Inc.*
Budget Request for:	*RGA-2024-DLTSS-02-WORKF-12*
Budget Period	*7/1/2024 - 6/30/2025 (SFY25)*
Indirect Cost Rate (if applicable)	10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	
2. Fringe Benefits	$60,416
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$1,500
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$67,875
7. Software	$8,900
8. (a) Other - Marketing/ Communications	$2,500
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
9. Subrecipient Contracts	$0
Total Direct Costs	$141,191
Total Indirect Costs	$14,119
TOTAL	**$155,310**

Grantee Initials PAL (Initial)

Date 2/25/2025

New Hampshire Department of Health and Human Services

Contractor Name: *Great Bay Services, Inc.*

Budget Request for: *RGA-2024-DLTSS-02-WORKF-12*

Budget Period *7/1/2025 - 12/31/2025 (SFY26)*

Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	
2. Fringe Benefits	$205,370
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$1,000
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$500
6. Travel	$20,124
7. Software	$7,550
8. (a) Other - Marketing/ Communications	$1,000
8. (b) Other - Education and Training	$4,236
8. (c) Other - Other (specify below)	
9. Subrecipient Contracts	$0
Total Direct Costs	$239,780
Total Indirect Costs	$23,979
TOTAL	**$263,759**

Grantee Initials PAL (Initial)

Date 2/25/2025

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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 GREAT BAY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 08, 2019. 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: **822933**
Certificate Number: **0006350127**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of November A.D. 2023.

David M. Scanlan
Secretary of State

Docusign Envelope ID: 72F93C41-6681-47A7-8B80-18A26707653E

CERTIFICATE OF AUTHORITY

I, Anthony Anni, Chair of the Board of Trustees, 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 Great Bay Services, 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 April 24th, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Executive Director Pamela Lowy (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Great Bay Services, 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 was **valid thirty (30) days prior to and 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: 2/24/25

Signature of Elected Officer
Name: Anthony Anni
Title: Chair of the Board of Trustees

Docusign Envelope ID: 72F93C41-6681-47A7-8B80-18A26707653E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/05/2025

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	CONTACT NAME: Matthew Daniels	
Cross Insurance-Wakefield	PHONE (A/C, No, Ext): (781) 914-1000	FAX (A/C, No): (781) 224-5777
401 Edgewater Place Suite 100	E-MAIL ADDRESS: matthew.daniels@crossagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
Wakefield MA 01880	INSURER A : Philadelphia Indemnity Ins Co	18058
INSURED	INSURER B : Technology Ins. Co.	42376
Great Bay Services, Inc.	INSURER C :	
23 Cataract Ave	INSURER D :	
Suite 1	INSURER E :	
Dover NH 03820	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2412396909 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2574372	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2574374	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB871743	07/01/2024	07/01/2025	EACH OCCURRENCE AGGREGATE [ ]	$ 4,000,000 $ 4,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4473250	08/12/2024	08/12/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Crime			PHSD1798566	07/01/2024	07/01/2025	Employee Theft Directors & Officers Money	$250,000 $250,000 $10,000

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

CERTIFICATE HOLDER

State of NH, Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

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

Eric M Lyon

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ARS

11

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

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

December 5, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $4,227,096 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Ascentria Community Services, Inc.	222201	Statewide with the exception of Coos County	$516,500
Bell Tower Home Health Care, LLC	273258	Southern New Hampshire	$516,500
Bloom and Shine Services, LLC	340637	Greater Nashua Area	$516,500
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health	154112	Greater Nashua Area	$409,640
Great Bay Services, Inc.	154256	Strafford and Rockingham Counties	$516,500
Independence Care of New Hampshire LLC	340639	Greater Concord Area	$516,500
The Mental Health Center of Greater Manchester, Inc.	177184	Greater Manchester Area	$516,500
Monadnock Family Services	177510	Monadnock Region including Cheshire County and western Hillsborough County	$399,300
Ofemz Home Healthcare Agency, LLC	318067	Greater Manchester Area	$200,000
The Plus Co., Inc.	155124	Greater Nashua Area	$119,156
		TOTAL	$4,227,096

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Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents ten (10) of the Grant Agreements. The Governor and Council approved ten (10) Grant Agreements on November 29, 2023, Agenda Item #13. The Department anticipates presenting the remaining Grantees that received a pass rating at a future Governor and Council meeting.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778.

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. Weaver
Commissioner

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Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-DIV OF DEVELOPMENTAL SERVICES; DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Ascentria Community Services, Inc — *222201*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$287,566
2025	102-500731	Contracts for Prog Svc	93009020	$228,934
			Subtotal	***$516,500***

Bell Tower Home Health Care, LLC — *273258*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$309,900
2025	102-500731	Contracts for Prog Svc	93009020	$206,600
			Subtotal	***$516,500***

Bloom and Shine Services, LLC — *340637*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$414,515
2025	102-500731	Contracts for Prog Svc	93009020	$101,985
			Subtotal	***$516,500***

Community Council of Nashua d/b/a Greater Nashua Mental Health — *154112*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$204,820
2025	102-500731	Contracts for Prog Svc	93009020	$204,820
			Subtotal	***$409,640***

Great Bay Services, Inc. — *154256*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$361,190
2025	102-500731	Contracts for Prog Svc	93009020	$155,310
			Subtotal	***$516,500***

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Fiscal Details

Independence Care of New Hampshire LLC *340639*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$258,250
2025	102-500731	Contracts for Prog Svc	93009020	$258,250
			Subtotal	***$516,500***

The Mental Health Center of Greater Manchester, Inc. *177184*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$289,744
2025	102-500731	Contracts for Prog Svc	93009020	$226,756
			Subtotal	***$516,500***

Monadnock Family Services *177510*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$246,950
2025	102-500731	Contracts for Prog Svc	93009020	$152,350
			Subtotal	***$399,300***

Ofemz Home Healthcare Agency, LLC *318067*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$125,500
2025	102-500731	Contracts for Prog Svc	93009020	$74,500
			Subtotal	***$200,000***

The Plus Co., Inc. *155124*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$69,538
2025	102-500731	Contracts for Prog Svc	93009020	$49,618
			Subtotal	***$119,156***

Grand Total	***$4,227,096***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ARC of NH	Ascentria Community Services	Aspire Living & Learning	Becket Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc., dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$469,504	$4,060,000	$926,580	$615,000	$82,913	$681,958	$523,018	$322,543	$526,673	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$469,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

Reviewer Name	Title
1 Sandy Feroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Plus Company	Toward Independent Living and Learning, Inc. (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,000	$399,300	$94,640	$512,840	$200,000	$1,110,482	$781,514	$550,000	$119,158	$358,920	$500,000	$93,194	$554,546	$389,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$516,500*	*$516,500*	*$516,500*	*$119,158*	*$358,920*	*$500,000*	*$93,194*	*$516,500*	*$389,600*	*$11,066,760*

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Subject: RGA-2024-DLTSS-02-WORKF-12 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Great Bay Services, Inc.		1.4. Grantee Address 23 Cataract Ave, Suite 1, Dover, NH 03820	
1.5 Grantee Phone # (603) 842-5344 Ext 2013	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $516,500
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: Pamela Lowy 12/4/2023		1.12. Name & Title of Grantee Signor 1 Pamela Lowy Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Melissa Hardy 12/5/2023		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 12/5/2023			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS PL
Date 12/4/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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Date 12/4/2023

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials PL (DS)

Date 12/4/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.3. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.4. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize funding provided under this Agreement to increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in Strafford and Rockingham Counties, by implementing initiatives that align with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must:

1.2.1. Establish and implement staff retirement accounts for all 15 Direct Support Professionals (DSP's) and direct supervisors by contributing 3% of employees' annual salary through the Agreement End Date.

1.2.2. Provide staff retention bonuses to employees annually through the Agreement End Date during the holiday season in amounts not less than $1,000, but not to exceed $3,500, based on:

1.2.2.1. Tenure;

1.2.2.2. Hours worked; and

1.2.2.3. Employment level.

1.2.3. Distribute satisfaction surveys to employees prior to implementation of the initiatives as well as at specific intervals throughout the grant period to measure staff satisfaction.

1.2.4. Reimburse staff at the IRS mileage rate for any travel while engaged in services to adults with disabilities.

1.2.5. Purchase equipment and software licenses to implement electronic documentation of services provided.

1.2.6. Provide DSP wages in addition to regular hours in order to complete training for the electronic documentation.

1.2.7. Post job recruiting expenses.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the initiatives as specified in Subsection 1.2 above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates, as applicable; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for initiatives not completed, or not demonstrating progress, on a quarterly basis no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing an initiative as specified, or not demonstrating progress; and

1.3.2.2. A plan to complete the initiative, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Imitative statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the initiatives which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

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

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities

and expenditure requirements under this Agreement so as to achieve compliance therewith.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

        Financial Manager
        Department of Health and Human Services
        105 Pleasant Street
        Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Grantee 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.

9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

9.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

9.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee 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.

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New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Great Bay Services, Inc.*

Budget Request for: *RGA-2024-DLTSS-02-WORKF-12*

Budget Period *G&C Approval Date through June 30, 2024*

Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages		
2. Fringe Benefits	$244,855	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$3,000	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$3,000	
6. Travel	$61,700	
7. Software	$7,550	
8. (a) Other - Marketing/ Communications	$2,500	
8. (b) Other - Education and Training	$5,751	
8. (c) Other - Other (specify below)		
9. Subrecipient Contracts	$0	
Total Direct Costs	$328,356	
Total Indirect Costs	$32,834	
TOTAL	$361,190	

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DocuSign Envelope ID: 22C1FAD8-2B9F-4C3A-AC79-B54245A87ECC

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Great Bay Services, Inc.*

Budget Request for: *RGA-2024-DLTSS-02-WORKF-12*

Budget Period *July 1, 2024 - March 31, 2025*

Indirect Cost Rate (if applicable) 10.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages		
2. Fringe Benefits	$60,416	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$1,500	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$67,875	
7. Software	$8,900	
8. (a) Other - Marketing/ Communications	$2,500	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
9. Subrecipient Contracts	$0	
Total Direct Costs	$141,191	
Total Indirect Costs	$14,119	
TOTAL	$155,310	

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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

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Date 12/4/2023

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: Great Bay Services

12/4/2023
Date

DocuSigned by:
Pamela Lowy
Name: Pamela Lowy
Title: Executive Director

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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Great Bay Services

12/4/2023
Date

DocuSigned by:
Pamela Lowy
587B0B6B7E0A4...
Name: Pamela Lowy
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Name: Great Bay Services

12/4/2023
Date

DocuSigned by:
Pamela Lowy
5B7B05BEB7EC498...
Name: Pamela Lowy
Title: Executive Director

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 Contractor 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:

Contractor 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.

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Great Bay Services

12/4/2023
Date

DocuSigned by:
Pamela Lowy
3B7B03AF87FC490...
Name: Pamela Lowy
Title: Executive Director

Docusign Envelope ID: 72F93C41-6681-47A7-8B80-18A26707653E

DocuSign Envelope ID: 22C1FAD8-2B9F-4C3A-AC79-B54246A87ECC

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 Contractor 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 Contractor 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.

Contractor Name: Great Bay Services

12/4/2023
Date

DocuSigned by:
Pamela Lowy
Name: Pamela Lowy
Title: Executive Director

Docusign Envelope ID: 72F93C41-6681-47A7-8B80-18A26707653E

DocuSign Envelope ID: 22C1FAD8-2B9F-4C3A-AC79-B54246A87ECC

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

Contractor Initials DS PC

Date 12/4/2023

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 (UEI #)
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: Great Bay Services

12/4/2023
Date

DocuSigned by:
Pamela Lowy
Name: Pamela Lowy
Title: Executive Director

Docusign Envelope ID: 72F93C41-6681-47A7-8B80-18A26707653E

DocuSign Envelope ID: 22C1FAD8-2B9F-4C3A-AC79-B54246A87ECC

FORM A

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

1. The UEI (SAM.gov) number for your entity is: QYWYD18JM6J5

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Independence Care of New Hampshire, LLC ("the Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on December 20, 2023 (item #11), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, Amendment #1 through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1, Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

2/19/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Independence Care of New Hampshire, LLC

2/19/2025
Date

Signed by:
Dom Troiano
Name: Dom Troiano
Title: Director of Government Affairs

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

OFFICE OF THE ATTORNEY GENERAL

2/22/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Independence Care of New Hampshire*

Budget Request for: *RGA-2024-DLTSS-02-WORKF-13*

Budget Period *12/20/2023 - 06/30/24 (SFY24)*

Indirect Cost Rate (if applicable) N/A

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$52,994
2. Fringe Benefits	$27,139
3. Consultants	$6,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	
5.(a) Supplies - Educational	
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$6,377
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$92,510
Total Indirect Costs	
TOTAL	$92,510

Initial

Grantee Initials DT

Date 2/19/2025

New Hampshire Department of Health and Human Services

Contractor Name: *Independence Care of New Hampshire*

Budget Request for: *RGA-2024-DLTSS-02-WORKF-13-A01*

Budget Period *07/01/24 - 06/31/25 (SFY 25)*

Indirect Cost Rate (If applicable) N/A

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$120,000
2. Fringe Benefits	$75,000
3. Consultants	$7,000
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$3,000
5.(e) Supplies Office	$5,000
6. Travel	$10,000
7. Software	$20,250
8. (a) Other - Marketing/ Communications	$8,000
8. (b) Other - Education and Training	$10,000
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$258,250
Total Indirect Costs	
TOTAL	$258,250

Initial

Grantee Initials DT

2/19/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Independence Care of New Hampshire*

Budget Request for: *RGA-2024-DLTSS-02-WORKF-13-A01*

Budget Period *07/01/25 - 012/31/25 (SFY 26)*

Indirect Cost Rate (if applicable) N/A

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$67,006
2. Fringe Benefits	$47,861
3. Consultants	$1,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$3,000
5.(e) Supplies Office	$5,000
6. Travel	$10,000
7. Software	$20,250
8. (a) Other - Marketing/ Communications	$2,623
8. (b) Other - Education and Training	$9,000
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$165,740
Total Indirect Costs	
TOTAL	**$165,740**

Initial

Grantee Initials DT

Date 2/19/2025

Docusign Envelope ID: CC19B9C8-9B27-4829-B88B-781684328601

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 INDEPENDENCE CARE OF NEW HAMPSHIRE LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 23, 2019. 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: 817943

Certificate Number: 0006708356

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of June A.D. 2024.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Philip Viar, 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 Independence Care of New Hampshire LLC
(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 2/17, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Dominick Troiano (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Independence Care of New Hampshire LLC 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 was **valid thirty (30) days prior to and 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: 2/17/25

Signature of Elected Officer
Name: Philip Viar
Title: 2/17/25

Docusign Envelope ID: CC19B9C8-9B27-4829-B88B-781684328BD1

INDECAR-05 MPARNAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/21/2024

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 The Omni Agency, Inc. 3877 Flatlands Ave 2nd Floor Brooklyn, NY 11234	CONTACT NAME: PHONE (A/C, No, Ext): (718) 831-7888 FAX (A/C, No): (718) 831-7889 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Lloyds of London — AA112
INSURED Independence Care of New Hampshire LLC 10 ferry Street, Suite 404 Concord, NH 03301	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PRO-001488-23	09/19/2023	09/19/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							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 LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			PRO-001488-23	09/19/2023	09/19/2025	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ARC

11

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

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

December 5, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $4,227,096 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Ascentria Community Services, Inc.	222201	Statewide with the exception of Coos County	$516,500
Bell Tower Home Health Care, LLC	273258	Southern New Hampshire	$516,500
Bloom and Shine Services, LLC	340637	Greater Nashua Area	$516,500
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health	154112	Greater Nashua Area	$409,640
Great Bay Services, Inc.	154256	Strafford and Rockingham Counties	$516,500
Independence Care of New Hampshire LLC	340639	Greater Concord Area	$516,500
The Mental Health Center of Greater Manchester, Inc.	177184	Greater Manchester Area	$516,500
Monadnock Family Services	177510	Monadnock Region including Cheshire County and western Hillsborough County	$399,300
Ofemz Home Healthcare Agency, LLC	318067	Greater Manchester Area	$200,000
The Plus Co., Inc.	155124	Greater Nashua Area	$119,156
		TOTAL	$4,227,096

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Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents ten (10) of the Grant Agreements. The Governor and Council approved ten (10) Grant Agreements on November 29, 2023, Agenda Item #13. The Department anticipates presenting the remaining Grantees that received a pass rating at a future Governor and Council meeting.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778.

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. Weaver
Commissioner

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Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-DIV OF DEVELOPMENTAL SERVICES; DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Ascentria Community Services, Inc — *222201*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$287,566
2025	102-500731	Contracts for Prog Svc	93009020	$228,934
			Subtotal	*$516,500*

Bell Tower Home Health Care, LLC — *273258*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$309,900
2025	102-500731	Contracts for Prog Svc	93009020	$206,600
			Subtotal	*$516,500*

Bloom and Shine Services, LLC — *340637*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$414,515
2025	102-500731	Contracts for Prog Svc	93009020	$101,985
			Subtotal	*$516,500*

Community Council of Nashua d/b/a Greater Nashua Mental Health — *154112*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$204,820
2025	102-500731	Contracts for Prog Svc	93009020	$204,820
			Subtotal	*$409,640*

Great Bay Services, Inc. — *154256*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$361,190
2025	102-500731	Contracts for Prog Svc	93009020	$155,310
			Subtotal	*$516,500*

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Fiscal Details

Independence Care of New Hampshire LLC *340639*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$258,250
2025	102-500731	Contracts for Prog Svc	93009020	$258,250
			Subtotal	***$516,500***

The Mental Health Center of Greater Manchester, Inc. *177184*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$289,744
2025	102-500731	Contracts for Prog Svc	93009020	$226,756
			Subtotal	***$516,500***

Monadnock Family Services *177510*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$246,950
2025	102-500731	Contracts for Prog Svc	93009020	$152,350
			Subtotal	***$399,300***

Ofemz Home Healthcare Agency, LLC *318067*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$125,500
2025	102-500731	Contracts for Prog Svc	93009020	$74,500
			Subtotal	***$200,000***

The Plus Co., Inc. *155124*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$69,538
2025	102-500731	Contracts for Prog Svc	93009020	$49,618
			Subtotal	***$119,156***

Grand Total	***$4,227,096***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID #: RGA-2024-DLTSS-02-WORKF

Project Title: Workforce Recruitment and Retention Strategies for Home and Community Based Services

Technical		ARC of NH	Ascentria Community Services	Aspire Living & Learning	Bechet Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc., dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$469,504	$4,060,000	$926,580	$615,000	$82,913	$681,958	$823,018	$322,543	$526,673	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$469,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

Reviewer Name	Title
1 Sandy Feroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEHZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Pines Company	Toward Independent Living and Learning, Inc. (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,000	$399,300	$94,640	$512,840	$200,000	$1,110,482	$781,314	$550,000	$119,158	$358,920	$500,000	$93,194	$554,546	$389,600	$17,495,535
$516,500	$516,500	$399,300	$94,640	$512,840	$200,000	$516,500	$516,500	$516,500	$119,158	$358,920	$500,000	$93,194	$516,500	$389,600	$11,066,760

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Subject: RGA-2024-DLTSS-02-WORKF-13 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Independence Care of New Hampshire LLC		1.4. Grantee Address 10 Ferry Street Suite 404 Concord NH 03301	
1.5 Grantee Phone # 603-283-7778	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $516,500
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: Dominick Troiano 11/30/2023		1.12. Name & Title of Grantee Signor 1 Dominick Troiano Director of Government Affairs	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: 11/30/2023		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Assistant Attorney General, On: 12/1/2023			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DT
Date 11/30/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Initials DS

Date 11/30/2023

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials DS DT

Date 11/30/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.3. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.4. 1.5 Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize funding provided under this Agreement to increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in the Greater Concord Area, by implementing initiatives that align with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must utilize funding to:

1.2.1. Support the development and implementation of an Apprenticeship/Internship Program for college students enrolled in nursing programs at Lakes Region Community College and New Hampshire Technical Institute (NHTI) through the Agreement end date, with the goal of recruiting students. Apprentices/Interns will:

1.2.1.1. Earn college credits; and

1.2.1.2. Be compensated a competitive wage for hours worked.

1.2.2. Support the development and implementation of a Health and Dental Benefits Program for current and new employees through the Agreement end date, which must include:

1.2.2.1. Ongoing Health and Dental Benefits for staff;

1.2.2.2. A large percentage of the health and dental benefits costs paid by the Grantee;

1.2.2.3. Benefits to start nine (9) months after the employee hire date through two (2) months after Grantee and employee separation.

1.2.3. To support marketing initiatives including:

1.2.3.1. Advertising programs and job opportunities in the communities and counties where Grantee members are served;

1.2.3.2. Register with web-based recruiting companies to expand recruiting efforts statewide; and

Grantee Initials DS

Date 11/30/2023

1.2.3.3. Mailing monthly flyers.

1.2.4. Support the hiring of trained nurses to provide bi-weekly training sessions to staff for staff to enhance their knowledge and quality of work.

1.2.5. Support hiring bonuses to new staff through the Agreement end date.

1.3. Reporting Requirements.

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the activities and programs as specified in Subsection 1.2, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for any activities and programs not completed on time or not demonstrating progress on a quarterly basis, no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing an activity or program as specified, or not demonstrating progress; and

1.3.2.2. A plan to complete the activities and programs, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Activity and program statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the activities and programs, which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

EXHIBIT B

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   - 3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   - 3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   - 5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   - 5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   - 5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   - 5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   - 5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   - 5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

     Financial Manager
     Department of Health and Human Services
     105 Pleasant Street
     Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions, changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Grantee 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.

9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

9.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

9.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee

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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.

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New Hampshire Department of Health and Human Services
Complete one budget form for each budget period.

Contractor Name: *Independence Care of New Hampshire*
Budget Request for: *RSA-2024-OLTES-02-WORKF-13*
Budget Period *GAC Approval Date through 6/30/24*
Indirect Cost Rate (if applicable) NA

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$120,000
2. Fringe Benefits	$78,000
3. Consultants	$7,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	
5.(a) Supplies - Educational	
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$3,000
5.(e) Supplies Office	$5,000
6. Travel	$10,000
7. Software	$20,250
8. (b) Other - Marketing/ Communications	$8,000
8. (b) Other - Education and Training	$10,000
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$256,250
Total Indirect Costs	
TOTAL	$256,250

Contractor Initials DT
Date 11/30/2023

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New Hampshire Department of Health and Human Services
Complete one budget form for each budget period.

Contractor Name: Independence Care of New Hampshire
Budget Request for: RFA-2024-DLTSS-02-WORKF-13
Budget Period: 7/1/24 - 9/31/25
Indirect Cost Rate (if applicable): N/A

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$120,000
2. Fringe Benefits	$75,000
3. Consultants	$7,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$3,000
5.(e) Supplies Office	$6,000
6. Travel	$10,000
7. Software	$20,250
8. (a) Other - Marketing/ Communications	$6,000
8. (b) Other - Education and Training	$10,000
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$258,250
Total Indirect Costs	
TOTAL	$258,250

Contractor Initials DT
Date 11/30/2023

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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 DT
Date 11/30/2023

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: Independence Care of New Hampshire

11/30/2023
Date

DocuSigned by:
Dominick Troiano
Name: Dominick Troiano
Title: Director of Government Affairs

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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Independence Care of New Hampshire

11/30/2023
Date

DocuSigned by:
Dominick Troiano
Name: Dominick Troiano
Title: Director of Government Affairs

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DocuSign Envelope ID: 4FAEE4CD-E239-4A74-8110-424C516A5254

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Name: Independence Care of New Hampshire

11/30/2023
Date

DocuSigned by:
Dominick Troiano
Name: Dominick Troiano
Title: Director of Government Affairs

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 Contractor 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:

Contractor 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.

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Independence Care of New Hampshire

11/30/2023
Date

DocuSigned by:
Dominick Troiano
Name: Dominick Troiano
Title: Director of Government Affairs

Docusign Envelope ID: CC19B9C8-9B27-4829-B88B-7816843286D1

DocuSign Envelope ID: 4FAEE4CD-E239-4A74-8110-424C516A5254

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 Contractor 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 Contractor 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.

Contractor Name: Independence Care of New Hampshire

11/30/2023
Date

DocuSigned by:
Dominick Troiano
Name: Dominick Troiano
Title: Director of Government Affairs

Docusign Envelope ID: CC19B9C8-9B27-4829-B88B-7816843286D1

DocuSign Envelope ID: 4FAEE4CD-E239-4A74-8110-424C516A5254

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

Docusign Envelope ID: CC19B9C8-9B27-4829-B88B-7816843286D1

DocuSign Envelope ID: 4FAEE4CD-E239-4A74-8110-424C518A5254

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 (UEI #)
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: Independence Care of New Hampshire

11/30/2023
Date

DocuSigned by:
Dominick Troiano
Name: Dominick Troiano
Title: Director of Government Affairs

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: PF8KPKAFGZ15

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Monadnock Family Services ("the Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on December 20, 2023 (item #11), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, Amendment #1 through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1 Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2 Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

2/19/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Monadnock Family Services

2/19/2025
Date

Signed by:
Gigi Pratt
Name: Gigi Pratt
Title: CFO

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

OFFICE OF THE ATTORNEY GENERAL

3/6/2025
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:

Docusign Envelope ID: E1736852-2C98-430C-B248-F9165B844FEF

New Hampshire Department of Health and Human Services

Contractor Name: *Monadnock Family Services*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services (HCBS)*

Budget Period: *7/20/2023 - 6/30/2024 (SFY 24)*

Indirect Cost Rate (if applicable): 10.00%

Line Item	Program Cost - Funded by DHHS	Budget Narrative *Explain specific and itemized costs included and their direct relationship to meeting the objectives of this solicitation*
1. Salary & Wages	$0	
2. Fringe Benefits	$0	
3. Consultants	$0	
4. Equipment - Indirect cost rate cannot be applied to equipment	$0	
5 (a) Supplies - Educational	$0	
5 (b) Supplies - Lab	$0	
5 (c) Supplies - Pharmacy	$0	
5 (d) Supplies - Medical	$0	
5 (e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$25,317	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Student Loan Reimbursement	$45,000	MFS will offer student loan assistance for 10 employees, based on a lottery process, for $5,000 each. We are requesting the funds in fiscal year one to help us fill positions quickly.
Relocation Cost Reimbursement	$15,500	With a pool of $20,000, we will be able to offer reasonable reimbursements for new employees. We are requesting the funds in fiscal year one to help fill positions quickly.
Retention Bonuses	$0	MFS will offer $1,000 bonuses to the 125 direct service providers that currently work for MFS. This will be offered both fiscal years in December.
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$85,817	
Total Indirect Costs	$8,562	
TOTAL	$94,379	

Grantee Initials: QP

Date: 2/19/25

Docusign Envelope ID: E1736852-2C98-430C-B248-F9165B844FEF

New Hampshire Department of Health and Human Services:

Contractor Name: Monadnock Family Services

Budget Request for: Workforce Recruitment and Retention Strategies for Home and Community Based Services (HCBS)

Budget Period: 07/01/2024 - 06/30/2025 (SFY25)

Indirect Cost Rate (if applicable): 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5 (a) Supplies - Educational	$0
5 (b) Supplies - Lab	$0
5 (c) Supplies - Pharmacy	$0
5 (d) Supplies - Medical	$0
5 (e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$13,500
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$125,000
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$138,500
Total Indirect Costs	$13,850
TOTAL	$152,350

Grantee Initials: QP

Date: 2/19/25

Docusign Envelope ID: E1736852-2C98-430C-B248-F9165B844FEF

New Hampshire Department of Health and Human Services

Contractor Name: Maplewood Family Services

Budget Request for: Workforce Recruitment and Retention Strategies for Home and Community Based Services (HCBS)

Budget Period: 07/01/2025 - 12/31/2025 (SFY26)

Indirect Cost Rate (if applicable): 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5 (a) Supplies - Educational	$0
5 (b) Supplies - Lab	$0
5 (c) Supplies - Pharmacy	$0
5 (d) Supplies - Medical	$0
5 (e) Supplies Office	$0
6 Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$4,163
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other-Student Loan Reimbursement	$5,000
Other-Relocation Cost Reimbursement	$4500
Other-Retention Bonuses	$123,000
Other (please specify)	$0
9 Subrecipient Contracts	$0
Total Direct Costs	$134,663
Total Indirect Costs	$13,868
TOTAL	$152,531

Grantee Initials QP

Date 2/19/25

Docusign Envelope ID: E1736852-2C98-430C-B248-F9165B844FEF

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK FAMILY SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 05, 1924. 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: **62930**

Certificate Number: **0006195593**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2023.

David M. Scanlan
Secretary of State

Docusign Envelope ID: E1736852-2C98-430C-B248-F9165B844FEF

CERTIFICATE OF AUTHORITY

I, Reba Clough, 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 Monadnock Family Services.
(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 January 30, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Melinda Asbury, Interim CEO or Gigi Pratt, CFO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Monadnock Family Services 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 was **valid thirty (30) days prior to and 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: 2/14/2025

Signed by:
Reba Clough
0A5DDBCF8F5F4DA...

Signature of Elected Officer

Name: Reba Clough

Title: Board Chair

Docusign Envelope ID: E1736852-2C98-430C-B248-F9165B844FEF

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/05/2024

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	CONTACT NAME: Laura MacDonald	
Brown & Brown Insurance Services, Inc. 309 Daniel Webster Highway Merrimack NH 03054	PHONE (A/C, No, Ext): (603) 424-9901	FAX (A/C, No): (866) 848-1223
	E-MAIL ADDRESS: Laura.MacDonald@BBrown.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Monadnock Family Services 64 Main Street Suite 210 Keene NH 03431	INSURER A: Philadelphia Indemnity Insurance Company	18058
	INSURER B: Technology Insurance Company, Inc!	42376
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2598703-003	09/01/2024	09/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2598705-003	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB880289-003	09/01/2024	09/01/2025	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TES4478628	09/01/2024	09/01/2025	[X] PER STATUTE [ ] OTH-ER	3A State: NH
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liability			PHPK2598703-003	09/01/2024	09/01/2025	Each Incident	$1,000,000
							Aggregate	$3,000,000

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

CERTIFICATE HOLDER

Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Julie Bernier

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ARC

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

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

December 5, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $4,227,096 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Ascentria Community Services, Inc.	222201	Statewide with the exception of Coos County	$516,500
Bell Tower Home Health Care, LLC	273258	Southern New Hampshire	$516,500
Bloom and Shine Services, LLC	340637	Greater Nashua Area	$516,500
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health	154112	Greater Nashua Area	$409,640
Great Bay Services, Inc.	154256	Strafford and Rockingham Counties	$516,500
Independence Care of New Hampshire LLC	340639	Greater Concord Area	$516,500
The Mental Health Center of Greater Manchester, Inc.	177184	Greater Manchester Area	$516,500
Monadnock Family Services	177510	Monadnock Region including Cheshire County and western Hillsborough County	$399,300
Ofemz Home Healthcare Agency, LLC	318067	Greater Manchester Area	$200,000
The Plus Co., Inc.	155124	Greater Nashua Area	$119,156
		TOTAL	$4,227,096

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Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents ten (10) of the Grant Agreements. The Governor and Council approved ten (10) Grant Agreements on November 29, 2023, Agenda Item #13. The Department anticipates presenting the remaining Grantees that received a pass rating at a future Governor and Council meeting.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778.

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. Weaver
Commissioner

Docusign Envelope ID: E1736852-2C98-430C-B248-F9165B844FEF

Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-DIV OF DEVELOPMENTAL SERVICES; DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Ascentria Community Services, Inc *222201*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$287,566
2025	102-500731	Contracts for Prog Svc	93009020	$228,934
			Subtotal	*$516,500*

Bell Tower Home Health Care, LLC *273258*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$309,900
2025	102-500731	Contracts for Prog Svc	93009020	$206,600
			Subtotal	*$516,500*

Bloom and Shine Services, LLC *340637*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$414,515
2025	102-500731	Contracts for Prog Svc	93009020	$101,985
			Subtotal	*$516,500*

Community Council of Nashua d/b/a Greater Nashua Mental Health *154112*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$204,820
2025	102-500731	Contracts for Prog Svc	93009020	$204,820
			Subtotal	*$409,640*

Great Bay Services, Inc. *154256*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$361,190
2025	102-500731	Contracts for Prog Svc	93009020	$155,310
			Subtotal	*$516,500*

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Fiscal Details

Independence Care of New Hampshire LLC *340639*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$258,250
2025	102-500731	Contracts for Prog Svc	93009020	$258,250
			Subtotal	***$516,500***

The Mental Health Center of Greater Manchester, Inc. *177184*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$289,744
2025	102-500731	Contracts for Prog Svc	93009020	$226,756
			Subtotal	***$516,500***

Monadnock Family Services *177510*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$246,950
2025	102-500731	Contracts for Prog Svc	93009020	$152,350
			Subtotal	***$399,300***

Ofemz Home Healthcare Agency, LLC *318067*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$125,500
2025	102-500731	Contracts for Prog Svc	93009020	$74,500
			Subtotal	***$200,000***

The Plus Co., Inc. *155124*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$69,538
2025	102-500731	Contracts for Prog Svc	93009020	$49,618
			Subtotal	***$119,156***

Grand Total	***$4,227,096***

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ARC of NH	Ascentria Community Services	Aspire Living & Learning	Becket Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc., dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$469,504	$4,060,000	$926,580	$615,000	$82,913	$681,958	$623,018	$322,543	$526,673	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$469,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

	Reviewer Name	Title
1	Sandy Feroz	Bureau Chief
2	Kristina Ickes	BEAS Administrator
3	Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Pilrs Company	Toward Independent Living and Learning, Inc. (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,462	$781,514	$550,000	$119,158	$358,920	$500,000	$93,194	$554,546	$389,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$516,500*	*$516,500*	*$516,500*	*$119,158*	*$358,920*	*$500,000*	*$93,194*	*$516,500*	*$389,600*	$11,066,760

Subject: RGA-2024-DLTSS-02-WORKF-16 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Monadnock Family Services		1.4. Grantee Address 64 Main Street, Keene, NH 03431	
1.5 Grantee Phone # (603) 283-1657	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $399,300
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: Phil Wyzik 643F02A63F57407... 12/4/2023		1.12. Name & Title of Grantee Signor 1 Phil Wyzik CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Melissa Hardy 1323A24040DF406... 12/5/2023		1.14 Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino 74873484494148D... Assistant Attorney General, On: 12/5/2023			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials PW

Date 12/4/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Initials DS PW

Date 12/4/2023

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Intials DS PW

Date 12/4/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4 Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5 Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee 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.

DS PW

Grantee Initials

12/4/2023

Date

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize funding provided under this Agreement to increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in the Monadnock Region, including Cheshire County and western Hillsborough County, by implementing activities and initiatives that align with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must:

1.2.1. Conduct activities to improve visibility of employment opportunities to prospective new hires. Activities include, but are not limited to:

1.2.1.1. Implement new marketing strategies including video interviews of current staff speaking to the impact of their work with clients and the community, as well as the new home for the agency's services.

1.2.1.2. Publish staff interview videos on the Grantee's website and present at job fairs.

1.2.1.3. Target new locations to place ads to include industry-specific outlets such as Mental Health of America and the National Council of Mental Wellness to increase recruitment and destigmatize the challenges of the clients served.

1.2.2. Offer student loan assistance to 10 employees, for $5,000 each, based on a lottery process to assist with employees' educational costs.

1.2.3. Offer relocation reimbursement to new employees to allow the Grantee to recruit staff outside of its immediate local area. The reimbursement amount for each new hire will be fair and equitable based on each new hire's relocation travel distance.

1.2.4. Implement staff appreciation bonuses of $1,000 each in State Fiscal Years 2024 and 2025 to the 125 direct service providers who currently work for the Grantee as a staff retention strategy.

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the activities and initiatives as specified in Subsection 1.2 above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for activities and/or initiatives not completed, or not demonstrating progress, on a quarterly basis no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing an activity or initiative as specified, or not demonstrating progress; and

1.3.2.2. A plan to complete the activities and initiatives, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Activity/initiative statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the activities/initiatives, which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

3.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities

and expenditure requirements under this Agreement so as to achieve compliance therewith.

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   - 3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   - 3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   - 5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   - 5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   - 5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   - 5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   - 5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   - 5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

     Financial Manager
     Department of Health and Human Services
     105 Pleasant Street
     Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

   9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

      9.1.1. Condition A - The Grantee 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.

      9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

      9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

   9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

      9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

   9.3. If Condition B or Condition C exists; the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

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

New Hampshire Department of Health and Human Services		
Complete one budget form for each budget period.		
Contractor Name: *Monadnock Family Services*		
Budget Request for: *Workforce Recruitment and Retention Strategies for Home and*		
Budget Period *G&C Approval Date through 6/30/2024*		
Indirect Cost Rate (if applicable) 10.00%		
Line Item	Program Cost	
1. Salary & Wages	$0	
2. Fringe Benefits	$0	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$29,500	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Student Loan Reimbursement	$50,000	
Relocation Cost Reimbursement	$20,000	
Retention Bonuses	$125,000	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$224,500	
Total Indirect Costs	$22,450	
TOTAL	$246,950	

Contractor Initials PW

Date 12/4/2023

New Hampshire Department of Health and Human Services		
Complete one budget form for each budget period.		
Contractor Name: *Monadnock Family Services*		
Budget Request for: *Workforce Recruitment and Retention Strategies for Home and*		
Budget Period *7/1/2024 - 3/31/2025*		
Indirect Cost Rate (If applicable) *10%*		
Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$0	
2. Fringe Benefits	$0	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$13,500	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Other (please specify)	$125000	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$138,500	
Total Indirect Costs	$13,850	
TOTAL	$152,350	

Contractor Initials DS

Date 12/4/2023

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 DS PW

Date 12/4/2023

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: Monadnock Family Services

DocuSigned by:
Phil Wyzik

12/4/2023
Date

Name: Phil Wyzik
Title: CEO

Docusign Envelope ID: E1736852-2C98-430C-B248-F9165B844FEF

DocuSign Envelope ID: 0F4B6845-91B4-4DCD-91B4-621736FA1D0F

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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Monadnock Family Services

12/4/2023
Date

DocuSigned by:
Phil Wyzik
843F02AA3F5740...
Name: Phil Wyzik
Title: CEO

New Hampshire Department of Health and Human Services
Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Name: Monadnock Family Services

12/4/2023
Date

DocuSigned by:
Phil Wyzik
Name: Phil Wyzik
Title: CEO

DS PW
Contractor Initials

12/4/2023
Date

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

The Contractor 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:

Contractor 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.

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Monadnock Family Services

12/4/2023
Date

DocuSigned by:
Phil Wyzik
613F02A43F37407...
Name: Phil Wyzik
Title: CEO

Docusign Envelope ID: E1736852-2C98-430C-B248-F9165B844FEF

DocuSign Envelope ID: 0F4B6845-91B4-4DCD-91B4-621736FA1D0F

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 Contractor 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 Contractor 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.

Contractor Name: Monadnock Family Services

12/4/2023
Date

DocuSigned by:
Phil Wyzik
Name: Phil Wyzik
Title: CEO

Docusign Envelope ID: E1736852-2C98-430C-B248-F9165B844FEF

DocuSign Envelope ID: 0F4B6845-91B4-4DCD-91B4-621736FA1D0F

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

DS

Contractor Initials

Date 12/4/2023

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 (UEI #)
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: Monadnock Family Services

12/4/2023
Date

DocuSigned by:
Phil Wyzik
Name: Phil Wyzik
Title: CEO

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: P7WBAPJ9Y4W7

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Ofemz Home Healthcare Agency, LLC ("the Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on December 20, 2023 (item #11), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, Amendment #1 through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1, Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

2/19/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Ofemz Home Healthcare Agency, LLC

2/19/2025
Date

DocuSigned by:
Oluwafemi Owolabi
Name: Oluwafemi Owolabi
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/22/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Contractor Name: *Ofemz Home Healthcare Agency, LLC*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *12/20/2023 - 06/30/2024 (SFY24)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$6,678
2. Fringe Benefits	$701
3. Consultants	$9,223
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$4,313
6. Travel	$701
7. Software	$0
8. (a) Other - Marketing/ Communications	$9,583
8. (b) Other - Education and Training	$5,391
8. (c) Other - Other (specify below)	
Other (please specify)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$36,590
Total Indirect Costs	$0
TOTAL	**$36,590**

DS

Grantee Initials

2/19/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Ofemz Home Healthcare Agency, LLC*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *07/01/24 - 06/30/25 (SFY25)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$31,000
2. Fringe Benefits	$5,000
3. Consultants	$15,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$1,000
6. Travel	$5,000
7. Software	$0
8. (a) Other - Marketing/ Communications	$6,500
8. (b) Other - Education and Training	$11,000
8. (c) Other - Other (specify below)	
Other (please specify)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$74,500
Total Indirect Costs	$0
TOTAL	**$74,500**

DS

Grantee Initials OO

2/19/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Ofemz Home Healthcare Agency, LLC*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *07/01/25 – 12/31/25 (SFY26)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$24,322
2. Fringe Benefits	$4,299
3. Consultants	$30,777
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$5,187
6. Travel	$4,299
7. Software	$0
8. (a) Other - Marketing/ Communications	$5,417
8. (b) Other - Education and Training	$14,609
8. (c) Other - Other (specify below)	
Other (please specify)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$88,910
Total Indirect Costs	$0
TOTAL	**$88,910**

DS

Grantee Initials

2/19/2025

Date

Docusign Envelope ID: 61B71E1D-9DE0-4CAB-AA21-2C4FD9DE4F24

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 OFEMZ HOME HEALTHCARE AGENCY, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 03, 2016. 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: **743649**

Certificate Number: **0006730225**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of July A.D. 2024.

David M. Scanlan

Secretary of State

Docusign Envelope ID: 61B71E1D-9DE0-4CAB-AA21-2C4FD9DE4F24

CERTIFICATE OF AUTHORITY

I, Odun Owolabi, 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 Ofemz Home Healthcare Agency, LLC.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 19, 20 25, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Oluwafemi Owolabi (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Ofemz Home Healthcare Agency, LLC 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 was **valid thirty (30) days prior to and 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: 02/19/2025

Signature of Elected Officer
Name: Odun Owolabi
Title: Administrator

Docusign Envelope ID: 61B71E1D-9DE0-4CAB-AA21-2C4FD9DE4F24

Date: 2024-08-19

NOW INSURANCE

CERTIFICATE OF INSURANCE

Your professional liability insurance is written on a claims made basis and provides coverage for those claims which are the result of medical incidents occurring subsequent to the prior acts date stated and which are first made against you while this insurance is in force. Please discuss with your program administrator.
Prior Acts Date: 08/19/2021

Purchasing Group	Certificate Number	Policy Period
Professional Services Purchasing Group 11807 Westheimer Road, Suite 550 PMB 990, Houston, TX 77077	UIA-290434-081924	from: 12:01 AM Standard Time on: 08/19/2024 to: 12:01 AM Standard Time on: 08/19/2025
Named Insured and Address	**Business Address**	**Program Administrator**
Ofemz Home Healthcare Llc 904 Hanover St Suite 4 Manchester, New Hampshire 03104	904 Hanover St Suite 4 Manchester, New Hampshire 03104	NOW Insurance Services 11807 Westheimer Road, Suite 550 PMB 990 Houston, TX 77077
Medical Specialty: Home Health Agencies		**Insurance Provided by:** United Indemnity Inc

	COVERAGE PARTS	LIMITS OF LIABILITY	
A.	**PROFESSIONAL LIABILITY**	*Deductible - $0*	
	Professional Liability (PL)	$1,000,000 each claim	$3,000,000 aggregate
	Good Samaritan Liability	included above	
	Personal Injury Liability	included above	
	Malplacement Liability	included above	
B.	**Coverage Extensions:**		
	License Protection	$5,000 per proceeding	$10,000 aggregate
	Deposition Representation	$5,000 per proceeding	$10,000 aggregate
	First Aid	$2,500 per incident	$2,500 aggregate
	Medical Payments	$2,500 per incident	$2,500 aggregate
	Damage to Property of Others	$500 per incident	$2,500 aggregate
C.	**GENERAL LIABILITY**	*Deductible - $0*	
	General Liability (GL)	$1,000,000 each occurrence	$3,000,000 aggregate
	Fire & Water Legal Liability	included in the GL limit above subject to	$10,000 sub-limit
	Personal Liability	included in the GL limit	included in the GL limit

Policy forms and endorsements attached at inception:

GENERAL LIABILITY COVERAGE
RENEWAL OF: UIA-200135-081923

Certificate Holder(s):

STATE OF NH DEPARTMENT OF HEALTH AND HUMAN SERVICES - 129 PLEASANT STREET, CONCORD, NH, 03301-3857

Keep this document in a safe place. It is evidence of your insurance coverage.

Master Policy #UIA-09122023-01

Authorized Representative

Philip G. Cabaud

Please Note: All inquiries regarding this Certificate of Insurance should be addressed to the following Correspondent:

NOW Insurance
Email: info@nowinsurance.com
Phone: (888) 585-2075

Docusign Envelope ID: 61B71E1D-9DE0-4CAB-AA21-2C4FD9DE4F24

Client#: 1093052 OFEMZHOM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/02/2024

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: Sherri Winslow PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: Sherri.Winslow@usi.com
INSURED OFEMZ Home Health Care Agency, LLC 904 Hanover Street, Suite 4 Manchester, NH 03104	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Wesco Insurance Company — 25011 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WWC3726945	07/01/2024	07/01/2025	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Odun Owolabi

Oluwafemi Owolabi

(See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire 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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ARC

11

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

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

December 5, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $4,227,096 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Ascentria Community Services, Inc.	222201	Statewide with the exception of Coos County	$516,500
Bell Tower Home Health Care, LLC	273258	Southern New Hampshire	$516,500
Bloom and Shine Services, LLC	340637	Greater Nashua Area	$516,500
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health	154112	Greater Nashua Area	$409,640
Great Bay Services, Inc.	154256	Strafford and Rockingham Counties	$516,500
Independence Care of New Hampshire LLC	340639	Greater Concord Area	$516,500
The Mental Health Center of Greater Manchester, Inc.	177184	Greater Manchester Area	$516,500
Monadnock Family Services	177510	Monadnock Region including Cheshire County and western Hillsborough County	$399,300
Ofemz Home Healthcare Agency, LLC	318067	Greater Manchester Area	$200,000
The Plus Co., Inc.	155124	Greater Nashua Area	$119,156
		TOTAL	**$4,227,096**

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Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents ten (10) of the Grant Agreements. The Governor and Council approved ten (10) Grant Agreements on November 29, 2023, Agenda Item #13. The Department anticipates presenting the remaining Grantees that received a pass rating at a future Governor and Council meeting.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778.

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. Weaver
Commissioner

Docusign Envelope ID: 61B71E1D-9DE0-4CAB-AA21-2C4FD9DE4F24

Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-DIV OF DEVELOPMENTAL SERVICES; DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Ascentria Community Services, Inc *222201*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$287,566
2025	102-500731	Contracts for Prog Svc	93009020	$228,934
			Subtotal	***$516,500***

Bell Tower Home Health Care, LLC *273258*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$309,900
2025	102-500731	Contracts for Prog Svc	93009020	$206,600
			Subtotal	***$516,500***

Bloom and Shine Services, LLC *340637*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$414,515
2025	102-500731	Contracts for Prog Svc	93009020	$101,985
			Subtotal	***$516,500***

Community Council of Nashua
d/b/a Greater Nashua Mental Health *154112*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$204,820
2025	102-500731	Contracts for Prog Svc	93009020	$204,820
			Subtotal	***$409,640***

Great Bay Services, Inc. *154256*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$361,190
2025	102-500731	Contracts for Prog Svc	93009020	$155,310
			Subtotal	***$516,500***

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Fiscal Details

Independence Care of New Hampshire LLC *340639*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$258,250
2025	102-500731	Contracts for Prog Svc	93009020	$258,250
			Subtotal	***$516,500***

The Mental Health Center of Greater Manchester, Inc. *177184*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$289,744
2025	102-500731	Contracts for Prog Svc	93009020	$226,756
			Subtotal	***$516,500***

Monadnock Family Services *177510*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$246,950
2025	102-500731	Contracts for Prog Svc	93009020	$152,350
			Subtotal	***$399,300***

Ofemz Home Healthcare Agency, LLC *318067*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$125,500
2025	102-500731	Contracts for Prog Svc	93009020	$74,500
			Subtotal	***$200,000***

The Plus Co., Inc. *155124*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$69,538
2025	102-500731	Contracts for Prog Svc	93009020	$49,618
			Subtotal	***$119,156***

Grand Total	***$4,227,096***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ARC of NH	Ascentria Community Services	Aspire Living & Learning	Becket Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc., dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$469,504	$4,060,000	$926,580	$615,000	$82,913	$681,958	$823,018	$322,543	$526,673	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$469,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

Reviewer Name	Title
1 Sandy Ferroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Plus Company	Toward Independent Living and Learning, Inc. (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dbe Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,462	$5,781,514	$550,000	$119,156	$358,920	$500,000	$93,194	$554,548	$369,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$516,500*	*$516,500*	*$516,500*	*$119,156*	*$358,920*	*$500,000*	*$93,194*	*$516,500*	*$369,600*	$11,066,760

FORM NUMBER G-1 (version 11/2021)

Subject: RGA-2024-DLTSS-02-WORKF-19 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Ofemz Home Healthcare Agency, LLC		1.4. Grantee Address 904 Hanover Street, Ste. 4, Manchester, NH 03104	
1.5 Grantee Phone # (603) 820-0908	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $200,000
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: Oluwafemi Owolabi 11/22/2023		1.12. Name & Title of Grantee Signor 1 Oluwafemi Owolabi CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Melissa Hardy 11/22/2023		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 11/27/2023			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials OO

Date 11/22/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS:

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Intials DS 00

Date 11/22/2023

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Intials DB

Date ~~11/22/2023~~

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4 Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5 Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee 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.

Grantee Initials DS

Date 11/22/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize funding provided under this Agreement to increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in the Greater Manchester Area by implementing projects and initiatives that align with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must implement targeted recruitment efforts and focused retention initiatives through a combination of pipeline strategies, collaborations with other organizations, and educational institutions, which includes:

1.2.1. Implementing a pipeline project to identify and recruit high-school and vocational students as well as other individuals, who are interested in transitioning to a career in the direct care industry, which will include:

1.2.1.1. Providing students with the necessary training and skills to excel as direct support worker;

1.2.1.2. Targeted marketing campaigns and outreach efforts to attract individuals who may be interested in pursuing a career in direct care.

1.2.2. Hiring consultant(s) to assist the Grantee with recruitment and retention efforts.

1.2.3. Collaborating with other organizations and/or educational institutions to provide training and apprenticeship opportunities to the Grantee's direct care workforce to increase skill level and provide opportunities for career advancement.

1.2.4. Implementing targeted recruitment strategies including targeted advertising and social media campaigns to identify and attract qualified candidates. Targeted recruitment will include:

1.2.4.1. Individuals with experience in the healthcare industry and/or possess the necessary skills and qualifications to excel in the direct care industry; and

1.2.4.2. Community organizations and churches.

1.2.5. Developing and implement an apprenticeship program designed to provide participants with the necessary skills and experience to be successful in the direct care industry, including:

1.2.5.1. On-the-job training;

1.2.5.2. Mentoring; and

1.2.5.3. Coaching from experienced direct care employees.

1.2.6. Implementing retention strategies to improve employee job satisfaction and decrease staff turnover, which will include:

1.2.6.1. Training and professional development opportunities;

1.2.6.2. Employee recognition programs;

1.2.6.3. Benefits packages; and

1.2.6.4. A supportive work environment.

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the programs and initiatives as specified in Subsection 1.2 above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for a program or initiative not completed, or not demonstrating progress, on a quarterly basis no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing a project or initiative as specified, or not demonstrating progress; and

1.3.2.2. A plan to complete the project or initiative, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Program and initiative statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the programs and initiatives, which must include supporting documentation.

Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

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

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

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department

retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

        Financial Manager
        Department of Health and Human Services
        105 Pleasant Street
        Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. The Grantee shall submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

   9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

      9.1.1. Condition A - The Grantee 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.

      9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

      9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

   9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

      9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

   9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

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

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name:	*Ofemz Home Healthcare Agency, LLC*
Budget Request for:	*Workforce Recruitment and Retention Strategies for Home and Community Based Services*
Budget Period	*G&C Approval Date through 06/30/2024*
Indirect Cost Rate (if applicable)	0.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$31,000	
2. Fringe Benefits	$5,000	
3. Consultants	$40,000	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$9,500	
6. Travel	$5,000	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$15,000	
8. (b) Other - Education and Training	$20,000	
8. (c) Other - Other (specify below)		
Other (please specify)		
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$125,500	
Total Indirect Costs	$0	
TOTAL	$125,500	

DS

Contractor Initials

11/22/2023

Date

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Ofemz Home Healthcare Agency, LLC*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *07/01/2024 - 06/30/2025*

Indirect Cost Rate (If applicable) 0.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$31,000	
2. Fringe Benefits	$5,000	
3. Consultants	$15,000	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$1,000	
6. Travel	$5,000	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$6,500	
8. (b) Other - Education and Training	$11,000	
8. (c) Other - Other (specify below)		
Other (please specify)		
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$74,500	
Total Indirect Costs	$0	
TOTAL	$74,500	

Contractor Initials OS

Date 11/22/2023

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 DD

Date 11/22/2023

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: Ofemz Home Healthcare Agency LLC

11/22/2023
Date

DocuSigned by:
Oluwafemi Owolabi
Name: Oluwafemi Owolabi
Title: CEO

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Ofemz Home Healthcare Agency LLC

11/22/2023
Date

DocuSigned by:
Oluwafemi Owolabi
Name: Oluwafemi Owolabi
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Name: Ofemz Home Healthcare Agency LLC

11/22/2023
Date

DocuSigned by:
Oluwafemi Owolabi
91E342E3282446...
Name: Oluwafemi Owolabi
Title: CEO

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

The Contractor 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:

Contractor 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.

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Ofemz Home Healthcare Agency LLC

11/22/2023
Date

DocuSigned by:
Oluwafemi Owolabi
81E434ZE3282440...
Name: Oluwafemi Owolabi
Title: CEO

DS
Contractor Initials OO
Date 11/22/2023

Docusign Envelope ID: 61B71E1D-9DE0-4CAB-AA21-2C4FD9DE4F24

DocuSign Envelope ID: 87127431-6D10-4C0D-B9ED-4A87BA43B798

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 Contractor 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 Contractor 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.

Contractor Name: Ofemz Home Healthcare Agency LLC

11/22/2023
Date

DocuSigned by:
Oluwafemi Owolabi
Name: Oluwafemi Owolabi
Title: CEO

Docusign Envelope ID: 61B71E1D-9DE0-4CAB-AA21-2C4FD9DE4F24

DocuSign Envelope ID: 87127431-6D10-4C0D-B9ED-4A87BA43B798

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

DS

Contractor Initials

Date 11/22/2023

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 (UEI #)
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: Ofemz Home Healthcare Agency LLC

DocuSigned by:
Oluwafemi Owolabi

11/22/2023
Date

Name: Oluwafemi Owolabi
Title: CEO

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: G8UGRJ4Y7T93

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Plus Co., Inc., ("the Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on December 20, 2023 (item #11), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1, Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

3/3/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

The Plus Co., Inc.

3/3/2025
Date

Signed by:
Kim Shottes
Name: Kim Shottes
Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

3/5/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Contractor Name: *The PLUS Co., Inc.*
Budget Request for: *Workforce Recruitment & Retention Strategies for HCBS*
Budget Period *12/20/23 - 6/30/24 (SFY 24)*
applicable) 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$0
Total Indirect Costs	$0
TOTAL	**$0**

Initial

Grantee Initials LS

3/3/2025
Date

New Hampshire Department of Health and Human Services

Contractor Name: *The PLUS Co., Inc.*
Budget Request for: *Workforce Recruitment & Retention Strategies for HCBS*
Budget Period *07/01/24 - 06/30/25 (SFY25)*
applicable) 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$38,760
2. Fringe Benefits	$3,100
3. Consultants	$900
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$500
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$248
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$1,600
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$45,108
Total Indirect Costs	$4,510
TOTAL	**$49,618**

Initial

Grantee Initials KS

3/3/2025
Date

New Hampshire Department of Health and Human Services

Contractor Name: *The PLUS Co., Inc.*

Budget Request for: *Workforce Recruitment & Retention Strategies for HCBS*

Budget Period *07/01/25 – 12/31/25 (SFY26)*

applicable) 10.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$50,240
2. Fringe Benefits	$4,019
3. Consultants	$3,600
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$800
5.(a) Supplies - Educational	$500
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$330
7. Software	$0
8. (a) Other - Marketing/ Communications	$1,800
8. (b) Other - Education and Training	$2,000
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$63,289
Total Indirect Costs	$6,249
TOTAL	**$69,538**

Initial

Grantee Initials KS

3/3/2025

Date

Docusign Envelope ID: 266194B0-4A98-4058-822F-CFA4C476AD6F

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 THE PLUS CO., INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 30, 1977. 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: **65078**

Certificate Number: **0006321615**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of September A.D. 2023.

David M. Scanlan

Secretary of State

Docusign Envelope ID: 266194B0-4A98-4058-822F-CFA4C476AD6F

CERTIFICATE OF AUTHORITY

I, Kevin Knoble, 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 PLUS Company, 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 2/20, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Kim Shattes Executive Director (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of PLUS Company 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 was **valid thirty (30) days prior to and 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: 2/20/25

Kevin Knoble
Signature of Elected Officer
Name:
Title:

Docusign Envelope ID: 266194B0-4A98-4058-822F-CFA4C476AD6F

Client#: 507211 PLUSCOMP

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/01/2025

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	CONTACT NAME: Nicole Rhuda
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: nicole.rhuda@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : NH Employers Insurance Company	13083
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Plus Company Inc.
19 Chestnut Street
Nashua, NH 03060

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PHPK2648325	01/23/2025	01/23/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $3,000,000 $3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			PHPK264827	01/23/2025	01/23/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			PHUB898187	01/23/2025	01/23/2026	EACH OCCURRENCE AGGREGATE	$3,000,000 $3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ECC6004000224	01/23/2025	01/23/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $500,000 $500,000 $500,000
A	Professional Liab			PHPK2648325	01/23/2025	01/23/2026	$1,000,000 Ea. Incident $3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Evidence of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Evidence.

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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VDBZP

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ARC

11

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

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

December 5, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $4,227,096 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Ascentria Community Services, Inc.	222201	Statewide with the exception of Coos County	$516,500
Bell Tower Home Health Care, LLC	273258	Southern New Hampshire	$516,500
Bloom and Shine Services, LLC	340637	Greater Nashua Area	$516,500
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health	154112	Greater Nashua Area	$409,640
Great Bay Services, Inc.	154256	Strafford and Rockingham Counties	$516,500
Independence Care of New Hampshire LLC	340639	Greater Concord Area	$516,500
The Mental Health Center of Greater Manchester, Inc.	177184	Greater Manchester Area	$516,500
Monadnock Family Services	177510	Monadnock Region including Cheshire County and western Hillsborough County	$399,300
Ofemz Home Healthcare Agency, LLC	318067	Greater Manchester Area	$200,000
The Plus Co., Inc.	155124	Greater Nashua Area	$119,156
		TOTAL	**$4,227,096**

Docusign Envelope ID: 266194B0-4A98-4058-822F-CFA4C476AD6F

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents ten (10) of the Grant Agreements. The Governor and Council approved ten (10) Grant Agreements on November 29, 2023, Agenda Item #13. The Department anticipates presenting the remaining Grantees that received a pass rating at a future Governor and Council meeting.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778.

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. Weaver
Commissioner

Docusign Envelope ID: 266194B0-4A98-4058-822F-CFA4C476AD6F

Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS-DIV OF DEVELOPMENTAL SERVICES; DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Ascentria Community Services, Inc *222201*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$287,566
2025	102-500731	Contracts for Prog Svc	93009020	$228,934
			Subtotal	***$516,500***

Bell Tower Home Health Care, LLC *273258*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$309,900
2025	102-500731	Contracts for Prog Svc	93009020	$206,600
			Subtotal	***$516,500***

Bloom and Shine Services, LLC *340637*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$414,515
2025	102-500731	Contracts for Prog Svc	93009020	$101,985
			Subtotal	***$516,500***

Community Council of Nashua
d/b/a Greater Nashua Mental Health *154112*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$204,820
2025	102-500731	Contracts for Prog Svc	93009020	$204,820
			Subtotal	***$409,640***

Great Bay Services, Inc. *154256*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$361,190
2025	102-500731	Contracts for Prog Svc	93009020	$155,310
			Subtotal	***$516,500***

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Fiscal Details

Independence Care of New Hampshire LLC *340639*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$258,250
2025	102-500731	Contracts for Prog Svc	93009020	$258,250
			Subtotal	***$516,500***

The Mental Health Center of Greater Manchester, Inc. *177184*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$289,744
2025	102-500731	Contracts for Prog Svc	93009020	$226,756
			Subtotal	***$516,500***

Monadnock Family Services *177510*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$246,950
2025	102-500731	Contracts for Prog Svc	93009020	$152,350
			Subtotal	***$399,300***

Ofemz Home Healthcare Agency, LLC *318067*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$125,500
2025	102-500731	Contracts for Prog Svc	93009020	$74,500
			Subtotal	***$200,000***

The Plus Co., Inc. *155124*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$69,538
2025	102-500731	Contracts for Prog Svc	93009020	$49,618
			Subtotal	***$119,156***

Grand Total	***$4,227,096***

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ARC of NH	Ascentria Community Services	Aspire Living & Learning	Becket Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc., dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$469,504	$4,060,000	$926,580	$615,000	$82,913	$681,958	$823,018	$322,543	$526,673	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$469,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

Reviewer Name	Title
1 Sandy Feroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Plus Company	Toward Independent Living and Learning, Inc. (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,462	$781,514	$550,000	$119,156	$358,920	$500,000	$393,194	$554,648	$389,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$516,500*	*$516,500*	*$516,500*	*$119,156*	*$358,920*	*$500,000*	*$93,194*	*$516,500*	*$389,600*	$11,066,760

FORM NUMBER G-1 (version 11/2021)

Subject: RGA-2024-DLTSS-02-WORKF-24 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name The Plus Co., Inc.		1.4. Grantee Address 19 Chestnut Street, Nashua NH 03060	
1.5 Grantee Phone # (603) 821-7408	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $119,156
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: Kim Shottes 12/1/2023		1.12. Name & Title of Grantee Signor 1 Kim Shottes Executive Director	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Melissa Hardy 12/1/2023		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 12/1/2023			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS KS
Date ~~12/1/2023~~

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Intials DS

Date ~~12/1/2023~~

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approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

DS

Contractor Initials

Date 12/1/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.3. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.4. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize funding provided under this Agreement to increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in the Greater Nashua Area, by implementing programs and initiatives that align with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeships.

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must:

1.2.1. Expand its partnership with Rivier University Career Development Center to create a paid apprenticeship/internship program to raise awareness of the role of Direct Support Providers (DSPs), and to provide interested students with hands-on experience.

1.2.2. Recruit students from other local educational institutions, including, but not limited to, Nashua Community College.

1.2.3. Work with the Nashua Adult Learning Center and/or similar organizations to fill apprenticeship/internship positions;

1.2.4. Build effective partnerships with colleges and adult learning centers through the development of a clear strategy for engagement, which may include, but is not limited to:

1.2.4.1. Attending career fairs and other recruitment events.

1.2.4.2. Offering informational sessions and workshops for students.

1.2.4.3. Working closely with college and learning center faculties and staff to develop the paid apprenticeship/internship program.

1.2.4.4. Providing printed materials in a variety of languages to eliminate language barriers.

1.2.4.5. Developing short videos in multiple languages to showcase the Grantee's multi-cultural work environment.

1.2.5. Develop and implement a career ladder that will allow DSPs a clear path for advancement based on skill, education, and experience.

1.2.6. Work with the Greater Nashua Human Resources Association to hire an HR Consultant to assist with the development of clear steps on the career ladder, including:

1.2.6.1. The criteria necessary to advance;

1.2.6.2. Job descriptions for each level of advancement; and

1.2.6.3. Pay grades for each position level.

1.2.7. Work with current DSP employees to form a Direct Support Professional Advisory Council to provide guidance and feedback on the process for advancement to ensure success.

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the programs and initiatives as specified in Subsection 1.2 above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for a program or initiative not completed, or not demonstrating progress, on a quarterly basis no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing an initiative or program as specified, or not demonstrating progress; and

1.3.2.2. A plan to complete the initiatives, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Program and initiative statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the programs and initiatives, which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   - 3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   - 3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   - 5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   - 5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   - 5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   - 5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to; time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   - 5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   - 5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

     Financial Manager
     Department of Health and Human Services
     105 Pleasant Street
     Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Grantee 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.

9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

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

New Hampshire Department of Health and Human Services

Contractor Name: *The PLUS Co., Inc.*

Budget Request for: *Workforce Recruitment & Retention Strategies for HCBS*

Budget Period *G&C Approval Date through 6/30/24*

applicable) 10.00%

Line Item	Program Cost Funded by DHHS	
1. Salary & Wages	$50,240	
2. Fringe Benefits	$4,019	
3. Consultants	$3,600	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and	$800	
5.(a) Supplies - Educational	$500	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$330	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$1,800	
8. (b) Other - Education and Training	$2,000	
8. (c) Other - Other (specify below)		
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$63,289	
Total Indirect Costs	$6,249	10% of total direct cost minus equipment cost
TOTAL	$69,538	

DS

Contractor Initials

12/1/2023

Date

New Hampshire Department of Health and Human Services

Contractor Name: *The PLUS Co., Inc.*

Budget Request for: *Workforce Recruitment & Retention Strategies for HCBS*

Budget Period *7/1/24-3/31/25*

applicable) 10.00%

Line Item	Program Cost Funded by DHHS	
1. Salary & Wages	$38,760	
2. Fringe Benefits	$3,100	
3. Consultants	$900	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$500	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$248	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$1,600	
8. (c) Other - Other (specify below)		
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$45,108	
Total Indirect Costs	$4,510	10% Indirect cost
TOTAL	$49,618	

Contractor DS

Date 12/1/2023

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 KS
Date 12/1/2023

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: The PLUS Company

12/1/2023
Date

DocuSigned by:
Kim Shottes
Name: Kim Shottes
Title: Executive Director

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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: The PLUS Company

12/1/2023
Date

DocuSigned by:
Kim Shottes
Name: Kim Shottes
Title: Executive Director

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Name: The PLUS Company

12/1/2023
Date

DocuSigned by:
Kim Shottes
E868B4AE4F0B87...
Name: Kim Shottes
Title: Executive Director

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 Contractor 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:

Contractor 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.

DS
KS
Contractor Initials

Date 12/1/2023

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: The PLUS Company

12/1/2023
Date

DocuSigned by:
Kim Shottes
Name: Kim Shottes
Title: Executive Director

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 Contractor 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 Contractor 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.

Contractor Name: The PLUS Company

12/1/2023
Date

DocuSigned by:
Kim Shottes
Name: Kim Shottes
Title: Executive Director

Contractor Initials KS
Date 12/1/2023

Docusign Envelope ID: 266194B0-4A98-4058-822F-CFA4C476AD6F

DocuSign Envelope ID: 6DB5260B-AAE4-4808-A38F-6B4C68F60C55

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

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 (UEI #)
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: The PLUS Company

12/1/2023
Date

DocuSigned by:
Kim Shottes
Name: Kim Shottes
Title: Executive Director

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: L2YJELKTNGV4

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

   _____ NO _____X_____ YES

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

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

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

   _____ NO _____X_____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Bridges ("the Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on January 10, 2024 (Item #10), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, Amendment #1 through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1 Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

2/18/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Community Bridges

2/18/2025
Date

Signed by:
Ann P Potoczak
Name: Ann P Potoczak
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/18/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Contractor Name: *Community Bridges*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*

Budget Period: *01/10/2024 - 6/30/24 (SFY 24)*

Indirect Cost Rate (if applicable): 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$6,125
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$1,285
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$7,410
Total Indirect Costs	$0
TOTAL	$7,410

Initial: APP

Grantee Initials

2/18/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Community Bridges*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*

Budget Period *07/01/24 - 06/31/25 (SFY 25)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$30,000
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$30,000
Total Indirect Costs	$0
TOTAL	$30,000

Initial APP

Grantee Initials

2/18/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Community Bridges*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*

Budget Period: *07/01/25 - 12/31/25 (SFY 26)*

Indirect Cost Rate (if applicable): 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$6,375
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$150
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$38,978
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$45,503
Total Indirect Costs	$0
TOTAL	$45,503

Initial: APP

Grantee Initials

2/18/2025

Date

Docusign Envelope ID: E183BB3A-D3CE-46F6-ADEB-E3E2736708B4

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY BRIDGES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 20, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **64837**

Certificate Number: **0006227187**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of May A.D. 2023.

David M. Scanlan
Secretary of State

Docusign Envelope ID: E183BB3A-D3CE-46F6-ADEB-E3E2736708B4

CERTIFICATE OF AUTHORITY

I, Elizabeth McNamara, 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 Community Bridges.
(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 2-4, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Ann Ostoczak (may list more than one person).
(Name and Title of Contract Signatory)

is duly authorized on behalf of Community Bridges 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 was **valid thirty (30) days prior to and 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: 02/04/2025

Signature of Elected Officer
Name: Betsy McNamara
Title: Board Chair

Docusign Envelope ID: E183BB3A-D3CE-46F6-ADEB-E3E2736708B4

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/09/2025

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	CONTACT NAME: Nicole Rhuda	
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS: nicole.rhuda@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Arch Insurance Company	11150
INSURED Community Bridges 162 Pembroke Road Concord, NH 03301	INSURER B : Granite State Healthcare & Human Svc WC	NONAIC
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			AAPKG1123401	06/30/2024	06/30/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			AAAUT2030801	06/30/2024	06/30/2025	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	UMBRELLA LIAB X OCCUR			AAFXS3037201	06/30/2024	06/30/2025	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			P01828HCHS2025	01/01/2025	01/01/2026	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

This Evidence of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Evidence.

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ARC

10

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

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

December 21, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $2,459,073 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Bridges	155658	Greater Merrimack County Area	$82,913
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	165089	Southern NH	$516,500
North Country Home Health & Hospice Agency, Inc.	154643	Coos and Grafton Counties	$94,640
Seacoast Mental Health Center, Inc.	174089	Seacoast Area	$516,500
Tender Care Inc.	216605	Greater Derry Area	$389,600
Toward Independent Living & Learning, Inc.	451720	Greater Nashua Area, Hillsborough, Merrimack, and Rockingham Counties	$358,920
Universal Care Alliance LLC	481444	Greater Concord Area	$500,000
		TOTAL	**$2,459,073**

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, 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.

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EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents the final seven (7) of 27 Grant Agreements. The Governor and Council approved ten (10) Grant Agreements on November 29, 2023, Agenda Item #13, and approved ten (10) Grant Agreements on December 20, 2023, Agenda Item #11.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778.

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. Weaver
Commissioner

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Workforce Recruitment and Retention Strategies for Home and Community Based Services
RGA-2024-DLTSS-02-WORKF
Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS - DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Community Bridges *155658*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$52,913
2025	102-500731	Contracts for Prog Svc	93009020	$30,000
			Subtotal	***$82,913***

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management *165089*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$198,080
2025	102-500731	Contracts for Prog Svc	93009020	$318,420
			Subtotal	***$516,500***

North Country Home Health & Hospice Agency, Inc. *154643*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$46,424
2025	102-500731	Contracts for Prog Svc	93009020	$48,216
			Subtotal	***$94,640***

Seacoast Mental Health Center, Inc. *174089*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$258,250
2025	102-500731	Contracts for Prog Svc	93009020	$258,250
			Subtotal	***$516,500***

Tender Care Inc. *216605*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$194,800
2025	102-500731	Contracts for Prog Svc	93009020	$194,800
			Subtotal	***$389,600***

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Workforce Recruitment and Retention Strategies for Home and Community Based Services
RGA-2024-DLTSS-02-WORKF
Fiscal Details

Toward Independent Living & Learning, Inc. *451720*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$174,960
2025	102-500731	Contracts for Prog Svc	93009020	$183,960
			Subtotal	*$358,920*

Universal Care Alliance LLC *481444*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$229,716
2025	102-500731	Contracts for Prog Svc	93009020	$270,284
			Subtotal	*$500,000*

Grand Total	*$2,459,073*

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ABC of NH	Ascentria Community Services	Aspire Living & Learning	Beckett Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc. dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.2; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$459,504	$4,050,000	$926,580	$615,000	$82,913	$631,958	$623,018	$322,543	$576,673	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$459,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

Reviewer Name	Title
1 Gandy Feroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Plus Company	Toward Independent Living and Learning, Inc. (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$359,300	$94,840	$512,840	$200,000	$1,110,462	$781,514	$550,000	$119,158	$358,920	$500,000	$93,194	$554,546	$389,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$516,500*	*$516,500*	*$516,500*	*$119,158*	*$358,920*	*$500,000*	*$93,194*	*$516,500*	*$389,600*	$11,066,760

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FORM NUMBER G-1 (version 11/2021)

Subject: RGA-2024-DLTSS-02-WORKF-08 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Community Bridges		1.4. Grantee Address 162 Pembroke Road Concord, NH 03301	
1.5 Grantee Phone # (603) 225-4153	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $82,913
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: Ann P Potoczak C0618300C84C406... 12/15/2023		1.12. Name & Title of Grantee Signor 1 Ann P Potoczak CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) DocuSigned by: Melissa Hardy 1323A34D40DE495... 12/15/2023		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 12/22/2023			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS AP
Date 12/15/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Initials DS AP

Date 12/15/2023

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Intials AP

Date 12/15/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.3. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.4. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1 Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee 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.

DS AP

Grantee Initials

Date 12/15/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize grant funding under this Agreement to increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in the Greater Merrimack County Area, by implementing projects that align with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must:

1.2.1. Develop and create video content for advertising and promoting open home and community-based service direct support professional positions. The video content must include:

1.2.1.1. Interviews with Community Bridges managers and leadership, and

1.2.1.2. Footage of a day in the life of a Community Bridges Direct Support Professional.

1.2.2. Utilize the recruitment video content for the following:

1.2.2.1. Community Bridges social media pages,

1.2.2.2. Community Bridges website,

1.2.2.3. Television ad purchases ,

1.2.2.4. AudioGO campaign, and,

1.2.2.5. Local entertainment venues.

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the projects as specified in Subsection 1.2. above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for any projects not completed on time, or not demonstrating progress, on a quarterly basis no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing a project on schedule; and

1.3.2.2. A plan to complete the project; which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Project statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the projects; which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to beasinvoices@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Grantee 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.

9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

9.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee 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.

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New Hampshire Department of Health and Human Services
Complete one budget form for each budget period.

Contractor Name: Community Bridges
Budget Request for: Workforce Recruitment and Retention Strategies for HCBS
Budget Period: G&C Approval Date through 6/30/24 (SFY 2024)
Indirect Cost Rate (if applicable): 0.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$0	
2. Fringe Benefits	$0	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$12,500	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$150	Miscellaneous office supplies
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$40,263	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$52,913	
Total Indirect Costs	$0	
TOTAL	$52,913	

Contractor Initials: [illegible]
Date: 12/15/2023

Docusign Envelope ID: E183BB3A-D3CE-46F6-ADEB-E3E2736708B4

New Hampshire Department of Health and Human Services
Complete one budget form for each budget period.

Contractor Name: *Community Bridges*
Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*
Budget Period: *7/1/24 - 3/31/25 (SFY 2025)*
Indirect Cost Rate (if applicable): 0.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$0	
2. Fringe Benefits		
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office		
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$30,000	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$30,000	
Total Indirect Costs	$0	
TOTAL	$30,000	

Contractor Initials

Date 12/13/2023

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 AP
Date 12/15/2023

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: Cpmmunity Bridges

DocuSigned by:
Ann P Potoczak
C03B3D3E3E4D4D0...

12/15/2023
Date

Name: Ann P Potoczak
Title: CEO

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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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Community Bridges

12/15/2023
Date

DocuSigned by:
Ann P Potoczak
Name: Ann P Potoczak
Title: CEO

DS
AP
Vendor Initials

12/15/2023
Date

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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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 (l)(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.

Contractor Name: Community Bridges

12/15/2023
Date

DocuSigned by:
Ann P Potoczak
Name: Ann P Potoczak
Title: CEO

DS
AP
Contractor Initials
12/15/2023
Date

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

The Contractor 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:

Contractor 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.

DS
AP

Contractor Initials _____

Date 12/15/2023

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Community Bridges

12/15/2023
Date

DocuSigned by:
Ann P. Potoczak
Name: Ann P Potoczak
Title: CEO

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 Contractor 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 Contractor 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.

Contractor Name: Community Bridges

12/15/2023
Date

DocuSigned by:
Ann P Potoczak
Name: Ann P Potoczak
Title: CEO

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

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ap

Contractor Initials

Date 12/15/2023

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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 (UEI #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification.
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Community Bridges

12/15/2023
Date

DocuSigned by:
Ann P Potoczak
Name: Ann P Potoczak
Title: CEO

Contractor Initials: AP
Date: 12/15/2023

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: Z8D3C8NK5TT9

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management ("the Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on January 10, 2024 (Item #10), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, Amendment #1 through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1, Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

2/18/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

The Mental Health Center for Southern New Hampshire
d/b/a CLM Center for Life Management

2/18/2025
Date

DocuSigned by:
Vic Topo
Name: Vic Topo
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/18/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Contractor Name: *The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*

Budget Period *01/10/2024 - 6/30/24 (SFY 24)*

Indirect Cost Rate (If applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	
2. Fringe Benefits	
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$105,993
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$105,993
Total Indirect Costs	$0
TOTAL	$105,993

DS

Grantee Initials

2/18/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Mental Health Center of Southern New Hampshire - dba CLM Center for Life Management*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*

Budget Period *07/01/24 - 06/31/25 (SFY25)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	
2. Fringe Benefits	
3. Consultants	$0
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$1,300
7. Software	$0
8. (a) Other - Marketing/ Communications	$3,000
8. (b) Other - Education and Training	$314,120
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$318,420
Total Indirect Costs	$0
TOTAL	$318,420

DS

Grantee Initials

2/18/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Mental Health Center of Southern New Hampshire - dba CLM Center for Life Management*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*

Budget Period *07/01/25 - 12/31/25 (SFY26)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$15,000
Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$1,300
7. Software	$0
8. (a) Other - Marketing/ Communications	$4,000
8. (b) Other - Education and Training	$71,787
8. (c) Other - Other (specify below)	
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$92,087
Total Indirect Costs	$0
TOTAL	$92,087

DS

Grantee Initials ___

2/18/2025

Date ___

Docusign Envelope ID: 1D1AED5A-6448-48C9-9613-31F49F8EFBDC

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 THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 17, 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: **61791**

Certificate Number: **0006652336**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2024.

David M. Scanlan

Secretary of State

Docusign Envelope ID: 1D1AED5A-6448-48C9-9613-31F49F8EFBDC

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 CENTER FOR LIFE MANAGEMENT is a New Hampshire Trade Name registered to transact business in New Hampshire on January 30, 2020. 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: **835849**

Certificate Number: **0006652305**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2024.

David M. Scanlan

Secretary of State

Docusign Envelope ID: 1D1AED5A-6448-48C9-9613-31F49F8EFBDC

CERTIFICATE OF AUTHORITY

I, Vernon Thomas, hereby certify that:

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

1. I am a duly elected Clerk/Secretary/Officer of **The Mental Health Center for Southern New Hampshire d/b/a Center for Life Management**

(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 12, 2025, at which a quorum of the Directors/shareholders was present and voting.

(Date)

VOTED: That Vic Topo (may list more than one person)

(Name and Title of Contract Signatory)

is duly authorized on behalf of **The Mental Health Center for Southern New Hampshire d/b/a Center for Life Management** 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 was **valid thirty (30) days prior to and 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: February 12, 2025

Vernon L. Thomas

Signature of Elected Officer
Name: Vernon Thomas
Title: Board Secretary

Docusign Envelope ID: 1D1AED5A-6448-48C9-9613-31F49F8EFBDC

MENTAHEA29

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/31/2024

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	CONTACT NAME: Nicki Renaud
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: nicki.renaud@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Granite State Healthcare & Human Svc WC	NONAIC
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Mental Health Center for Southern NH DBA CLM Center for Life Management
10 Tsienneto Rd
Derry, NH 03038

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			PHPK2608103007	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $1,000,000 $20,000 $1,000,000 $3,000,000 $3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			PHPK2608100007	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			PHUB883473012	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		R01936HCHS202501	01/01/2025	01/01/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Professional Liab			PHPK2608103007	10/01/2024	10/01/2025	$1,000,000 Occurrence $3,000,000 Aggregate	

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 Health & Human Services
129 Pleasant St.
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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VACZP

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ARC

10

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

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

December 21, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $2,459,073 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Bridges	155658	Greater Merrimack County Area	$82,913
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	165089	Southern NH	$516,500
North Country Home Health & Hospice Agency, Inc.	154643	Coos and Grafton Counties	$94,640
Seacoast Mental Health Center, Inc.	174089	Seacoast Area	$516,500
Tender Care Inc.	216605	Greater Derry Area	$389,600
Toward Independent Living & Learning, Inc.	451720	Greater Nashua Area, Hillsborough, Merrimack, and Rockingham Counties	$358,920
Universal Care Alliance LLC	481444	Greater Concord Area	$500,000
		TOTAL	**$2,459,073**

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, 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.

Docusign Envelope ID: 1D1AED5A-6448-48C9-9613-31F49F8EFBDC

EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents the final seven (7) of 27 Grant Agreements. The Governor and Council approved ten (10) Grant Agreements on November 29, 2023, Agenda Item #13, and approved ten (10) Grant Agreements on December 20, 2023, Agenda Item #11.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778.

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. Weaver
Commissioner

Workforce Recruitment and Retention Strategies for Home and Community Based Services
RGA-2024-DLTSS-02-WORKF
Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS - DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Community Bridges *155658*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$52,913
2025	102-500731	Contracts for Prog Svc	93009020	$30,000
			Subtotal	***$82,913***

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management *165089*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$198,080
2025	102-500731	Contracts for Prog Svc	93009020	$318,420
			Subtotal	***$516,500***

North Country Home Health & Hospice Agency, Inc. *154643*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$46,424
2025	102-500731	Contracts for Prog Svc	93009020	$48,216
			Subtotal	***$94,640***

Seacoast Mental Health Center, Inc. *174089*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$258,250
2025	102-500731	Contracts for Prog Svc	93009020	$258,250
			Subtotal	***$516,500***

Tender Care Inc. *216605*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$194,800
2025	102-500731	Contracts for Prog Svc	93009020	$194,800
			Subtotal	***$389,600***

Docusign Envelope ID: 1D1AED5A-6448-48C9-9613-31F49F8EFBDC

Workforce Recruitment and Retention Strategies for Home and Community Based Services
RGA-2024-DLTSS-02-WORKF
Fiscal Details

Toward Independent Living & Learning, Inc. *451720*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$174,960
2025	102-500731	Contracts for Prog Svc	93009020	$183,960
			Subtotal	*$358,920*

Universal Care Alliance LLC *481444*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$229,716
2025	102-500731	Contracts for Prog Svc	93009020	$270,284
			Subtotal	*$500,000*

Grand Total	*$2,459,073*

Docusign Envelope ID: 1D1AED5A-6448-48C9-9613-31F49F8EFBDC

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		APD of NH	Ascentria Community Services	Aspire Living & Learning	Becket Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc. dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home, Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA 1.2;	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$489,504	$4,060,000	$926,580	$615,000	$82,913	$681,958	$623,618	$322,543	$576,673	$409,640	$0
Final Award Amount		*$0*	*$516,500*	*$400,010*	*$489,504*	*$516,500*	*$516,500*	*$516,500*	*$82,913*	*$516,500*	*$516,500*	*$322,543*	*$516,500*	*$409,640*	*$0*

Reviewer Name	Title
1 Sandy Feroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Plus Company	Toward Independent Living and Learning, Inc., (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,462	$781,514	$550,000	$119,158	$358,920	$500,000	$93,194	$554,546	$389,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$516,500*	*$516,500*	*$516,500*	*$119,158*	*$358,920*	*$500,000*	*$93,194*	*$516,500*	*$389,600*	$11,056,760

Subject: RGA-2024-DLTSS-02-WORKF-15 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management		1.4. Grantee Address 10 Tsienneto Road, Derry, NH 03038	
1.5 Grantee Phone # 603-965-0731	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $516,500
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: Vic Topo 12/19/2023		1.12. Name & Title of Grantee Signor 1 Vic Topo ceo	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Melissa Hardy 12/21/2023		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 12/22/2023			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS VT

Date 12/19/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit; examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Intials VT

Date 12/19/2023

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials DS

Date 12/19/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, are properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default; Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4. Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1 Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize grant funding under this Agreement to increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in Southern New Hampshire, by implementing projects that align with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must:

1.2.1. Develop and implement a Community Mental Health Career Development Program in collaboration with New England College for employees to obtain their Master's Degree and license in social work at no cost.

1.2.2. Ensure the following for all candidates of the program:

1.2.2.1. Employed by Center for Life Management (CLM) for at least one year;

1.2.2.2. Demonstrates a record of exceeding or meeting job requirements;

1.2.2.3. Eligible for graduate school admittance and holds a Bachelor's Degree;

1.2.2.4. Submits a 1500 word essay describing their commitment to the field of mental health;

1.2.2.5. Submits one (1) supervisor reference;

1.2.2.6. Commits to working full time for the Grantee while pursuing the Master's degree online;

1.2.2.7. Commits to 2000 hours of Grantee supervision in pursuit of license; and,

1.2.2.8. Commits to at least one (one) year of employment upon obtaining license with an expectation of five (5) year commitment to the Grantee.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the projects as specified in Subsection 1.2 above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for any projects not completed on time, or not demonstrating progress, on a quarterly basis no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing a project on schedule; and

1.3.2.2. A plan to complete the project, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Project statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the projects, which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

Grantee Initials VT (DS)
Date 12/19/2023

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement General Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions, changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Grantee 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.

9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

9.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

9.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee

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.

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DocuSign Envelope ID: 1B660B9E-276A-4C97-9278-A5978C1DBB99

New Hampshire Department of Health and Human Services
Complete one budget form for each budget period.

Contractor Name: The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management
Budget Request for: Workforce Recruitment and Retention Strategies for HCBS
Budget Period: G&C Approval Date through 6/30/24
Indirect Cost Rate (If applicable): 0.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages		
2. Fringe Benefits		
3. Consultants	$15,000	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$1,300	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$4,000	
8. (b) Other - Education and Training	$177,780	
8. (c) Other - Other (specify below)		
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$198,080	
Total Indirect Costs	$0	
TOTAL	$198,080	

DS
VT
Contractor Initials
12/19/2023
Date

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DocuSign Envelope ID: 1B660B9E-276A-4C97-9278-A5978C1DBB99

New Hampshire Department of Health and Human Services
Complete one budget form for each budget period.

Contractor Name: *Mental Health Center of Southern New Hampshire - dba CLM Center for Life Management*
Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*
Budget Period: *7/1/24 - 3/31/25*
Indirect Cost Rate (if applicable): 0.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages		
2. Fringe Benefits		
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$1,300	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$3,000	
8. (b) Other - Education and Training	$314,120	
8. (c) Other - Other (specify below)		
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$318,420	
Total Indirect Costs	$0	
TOTAL	$318,420	

DS
VT
Contractor Initials
12/19/2023
Date

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

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: clm

12/19/2023
Date

DocuSigned by:
Vic Topo
Name: Vic Topo
Title: ceo

Docusign Envelope ID: 1D1AED5A-6448-48C9-9613-31F49F8EFBDC

DocuSign Envelope ID: 1B660B9E-276A-4C97-9278-A5978C1DBB99

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-I:)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: clm

12/19/2023
Date

DocuSigned by:
Vic Topo
Name: Vic Topo
Title: ceo

DS
VT
Vendor Initials

12/19/2023
Date

New Hampshire Department of Health and Human Services
Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Name: c1m

12/19/2023
Date

DocuSigned by:
Vic Topo
Name: Vic Topo
Title: ceo

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

The Contractor 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:

Contractor 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.

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: clm

12/19/2023
Date

DocuSigned by:
Vic Topo
Name: Vic Topo
Title: ceo

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 Contractor 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 Contractor 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.

Contractor Name: clm

12/19/2023
Date

DocuSigned by:
Vic Topo
Name: Vic Topo
Title: ceo

DS
VT
Contractor Initials
12/19/2023
Date

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

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 (UEI #)
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: c1m

12/19/2023
Date

DocuSigned by:
Vic Topo
Name: Vic Topo
Title: ceo

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: Z6BDN7127624

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and North Country Home Health & Hospice Agency, Inc., ("the Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on January 10, 2024 (Item #10), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, Amendment #1 through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1, Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

2/18/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

North Country Home Health & Hospice Agency, Inc.

2/14/2025
Date

Signed by:
Jessica Foster-Herbert
Name: Jessica Foster-Herbert
Title: Interim President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/18/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Contractor Name: *North Country Home Health & Hospice Agency, Inc.*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *01/10/24 - 6/30/24 (SFY 24)*

Indirect Cost Rate (If applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$1,400
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$1,875
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$500
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (LNA Credentialing)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$3,775
Total Indirect Costs	$0
TOTAL	$3,775

Initial

Grantee Initials JF

Date 2/14/2025

New Hampshire Department of Health and Human Services

Contractor Name: *North Country Home Health & Hospice Agency, Inc.*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *7/1/24 - 06/30/25 (SFY25)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$39,800
2. Fringe Benefits	$0
3. Consultants	$1,400
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$1,875
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$2,500
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (Fees and Exams)	$1,740
Other (LNA Credentialing)	$901
9. Subrecipient Contracts	$0
Total Direct Costs	$48,216
Total Indirect Costs	$0
TOTAL	**$48,216**

Initial

Grantee Initials JF

2/14/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *North Country Home Health & Hospice Agency, Inc.*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period *07/01/25 - 12/31/25 (SFY26)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$39,960
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$89
5.(b) Supplies - Lab	
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$2,000
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (Fees and Exams)	$0
Other (LNA Credentialing)	$600
9. Subrecipient Contracts	$0
Total Direct Costs	$42,649
Total Indirect Costs	$0
TOTAL	**$42,649**

Initial JF

Grantee Initials

2/14/2025

Date

Docusign Envelope ID: F81338A4-6D83-43D1-A424-6E7C20BCF892

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 NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 18, 1970. 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: **66451**

Certificate Number: **0006301007**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of August A.D. 2023.

David M. Scanlan

Secretary of State

Docusign Envelope ID: F81338A4-6D83-43D1-A424-6E7C20BCF892

CERTIFICATE OF AUTHORITY

I, J.J. Bujeaud, 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 North Country Home Health & Hospice Agency, Inc. (NCHHHA).
(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 January 22, 20 25, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Jessica Foster-Hebert, Interim President & CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of NCHHHA 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 was **valid thirty (30) days prior to and 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: 02/12/2025

Joseph J.J. Bujeaud
Joseph J.J. Bujeaud (Feb 12, 2025 16:48 EST)

Signature of Elected Officer
Name: J.J. Bujeaud
Title: Chair of the NCHHHA Board of Directors

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/20/2024

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
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: WTW Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378
FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Professional Security Insurance Company	11811
INSURER B: AAI Limited	B0899
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
North Country Home Health & Hospice Agency, Inc.
536 Cottage Street
Littleton, NH 03561

COVERAGES CERTIFICATE NUMBER: W34731977 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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			HPL 09121499	10/01/2024	10/01/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WMZ-800-8007737-2024A	10/01/2024	10/01/2025	[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)
North County Healthcare and Affiliates Members:

-Androscoggin Valley Hospital
-Upper Connecticut Valley Hospital
-Weeks Medical Center

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ARC

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Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

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

December 21, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $2,459,073 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Bridges	155658	Greater Merrimack County Area	$82,913
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	165089	Southern NH	$516,500
North Country Home Health & Hospice Agency, Inc.	154643	Coos and Grafton Counties	$94,640
Seacoast Mental Health Center, Inc.	174089	Seacoast Area	$516,500
Tender Care Inc.	216605	Greater Derry Area	$389,600
Toward Independent Living & Learning, Inc.	451720	Greater Nashua Area, Hillsborough, Merrimack, and Rockingham Counties	$358,920
Universal Care Alliance LLC	481444	Greater Concord Area	$500,000
		TOTAL	**$2,459,073**

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, 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.

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EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents the final seven (7) of 27 Grant Agreements. The Governor and Council approved ten (10) Grant Agreements on November 29, 2023, Agenda Item #13, and approved ten (10) Grant Agreements on December 20, 2023, Agenda Item #11.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials, collaboration with other agencies, organizations, and/or educational institutions to increase workforce, apprenticeships, and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778.

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. Weaver
Commissioner

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Workforce Recruitment and Retention Strategies for Home and Community Based Services
RGA-2024-DLTSS-02-WORKF
Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS - DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Community Bridges — *155658*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$52,913
2025	102-500731	Contracts for Prog Svc	93009020	$30,000
			Subtotal	***$82,913***

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management — *165089*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$198,080
2025	102-500731	Contracts for Prog Svc	93009020	$318,420
			Subtotal	***$516,500***

North Country Home Health & Hospice Agency, Inc. — *154643*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$46,424
2025	102-500731	Contracts for Prog Svc	93009020	$48,216
			Subtotal	***$94,640***

Seacoast Mental Health Center, Inc. — *174089*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$258,250
2025	102-500731	Contracts for Prog Svc	93009020	$258,250
			Subtotal	***$516,500***

Tender Care Inc. — *216605*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$194,800
2025	102-500731	Contracts for Prog Svc	93009020	$194,800
			Subtotal	***$389,600***

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Workforce Recruitment and Retention Strategies for Home and Community Based Services
RGA-2024-DLTSS-02-WORKF
Fiscal Details

Toward Independent Living & Learning, Inc. *451720*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$174,960
2025	102-500731	Contracts for Prog Svc	93009020	$183,960
			Subtotal	*$358,920*

Universal Care Alliance LLC *481444*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$229,716
2025	102-500731	Contracts for Prog Svc	93009020	$270,284
			Subtotal	*$500,000*

Grand Total	*$2,459,073*

Docusign Envelope ID: F81338A4-6D83-43D1-A424-6E7C20BCF892

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ABC of NH	Ascentria Community Services	Aspire Living & Learning	Beckett Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc. dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete.	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$459,504	$4,060,000	$928,580	$615,000	$82,913	$681,958	$623,018	$322,543	$576,673	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$459,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

Reviewer Name	Title
1 Sandy Feroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Pilot Company	Toward Independent Living and Learning, Inc. (TRLL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,462	$781,514	$550,000	$119,156	$358,920	$500,000	$93,194	$554,546	$389,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$518,500*	*$516,500*	*$518,500*	*$119,156*	*$358,920*	*$500,000*	*$93,194*	*$516,500*	*$389,600*	$11,066,760

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FORM NUMBER G-1 (version 11/2021)

Subject: RGA-2024-DLTSS-02-WORKF-17 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name North Country Home Health & Hospice Agency, Inc.		1.4. Grantee Address 536 Cottage Street, Littleton, NH 03561	
1.5 Grantee Phone # 603-444-8317	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $94,640
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: Tiffany Haynes 1934CF2BC3B14CF... 12/22/2023		1.12. Name & Title of Grantee Signor 1 Tiffany Haynes President and CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Melissa Hardy 1323A240400F493... 12/22/2023		1.14 Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino 748734844941400... Assistant Attorney General, On: 12/26/2023			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS TH
Date 12/22/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

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approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers', compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

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New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.3. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.4. Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee 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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New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize grant funding under this Agreement to increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in Coos and Grafton Counties, by implementing projects that align with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must:

1.2.1. Create a Licensed Nursing Assistant (LNA) Career Advancement Ladder program to:

1.2.1.1. Recognize and reward the professional development among LNAs;

1.2.1.2. Improve job retention of LNAs by providing opportunities for advancement;

1.2.1.3. Enhance LNA employee satisfaction; and

1.2.1.4. Promote leadership among home care LNAs.

1.2.2. Ensure the Career Advancement Ladder program:

1.2.2.1. Offers LNA II and LNA III levels of LNA classification;

1.2.2.2. Provides an increased job classification for employees who complete the program and retention bonus of $1,000-$1,500; and

1.2.2.3. Provides LNA IIIs who enrolled in a LPN or RN educational program the equivalent of their certification exam cost, along with a 1-on-1 mentorship with either an LPN or RN on staff.

1.2.3. Review program applications from employees twice a year.

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the projects as specified in Subsection 1.2 above, which must include:

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1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for any projects not completed on time, or not demonstrating progress, on a quarterly basis no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing a project on schedule; and

1.3.2.2. A plan to complete the project, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Project statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the projects, which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

        Financial Manager
        Department of Health and Human Services
        105 Pleasant Street
        Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions, changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Grantee 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.

9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

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

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *North Country Home Health & Hospice, Inc.*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services*

Budget Period: *G&C Approval Date through 6/30/24*

Indirect Cost Rate (if applicable): 0.00%

Line Item	Program Cost - Funded by DHHS	Budget Narrative *Explain specific line item costs included and their direct relationship to meeting the objectives of this solicitation.*
1. Salary & Wages	$39,960	
2. Fringe Benefits	$0	
3. Consultants	$1,400	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$1,875	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$2,500	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Other (LNA Credentialing)	$689	
9. Subrecipient Contracts	$0	
Total Direct Costs	$46,424	
Total Indirect Costs	$0	
TOTAL	$46,424	

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Date

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: North Country Home Health & Hospice, Inc.

Budget Request for: Workforce Recruitment and Retention Strategies for Home and Community Based Services

Budget Period 7/1/24 - 3/31/25

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS	Budget Narrative *Explain specific line item costs included and their direct relationship to meeting the objectives of this solicitation.*
1. Salary & Wages	$39,800	
2. Fringe Benefits	$0	
3. Consultants	$1,400	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$1,875	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$2,500	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Other (Fees and Exams)	$1,740	
Other (LNA Credentialing)	$901	
9. Subrecipient Contracts	$0	
Total Direct Costs	$48,216	
Total Indirect Costs	$0	
TOTAL	$48,216	

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Contractor Initials

12/22/2023

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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

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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: Tiffany Haynes

12/22/2023
Date

DocuSigned by:
Tiffany Haynes
Name: Tiffany Haynes
Title: President and CEO

Docusign Envelope ID: F81338A4-6D83-43D1-A424-6E7C20BCF892

DocuSign Envelope ID: 73629F21-4DB4-486D-BF04-F3C0DB898681

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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Tiffany Haynes

12/22/2023
Date

DocuSigned by:
Tiffany Haynes
Name: Tiffany Haynes
Title: President and CEO

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Docusign Envelope ID: F81338A4-6D83-43D1-A424-6E7C20BCF892

DocuSign Envelope ID: 73629F21-4DB4-486D-BF04-F3C0DB898681

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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Date 12/22/2023

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 (l)(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.

Contractor Name: Tiffany Haynes

DocuSigned by:
Tiffany Haynes
193C6F7F...

12/22/2023
Date

Name: Tiffany Haynes
Title: President and CEO

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DocuSign Envelope ID: 73629F21-4DB4-486D-BF04-F3C0DB898681

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

The Contractor 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:

Contractor 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.

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Tiffany Haynes

12/22/2023
Date

DocuSigned by:
Tiffany Haynes
Name: Tiffany Haynes
Title: President and CEO

Docusign Envelope ID: F81338A4-6D83-43D1-A424-6E7C20BCF892

DocuSign Envelope ID: 73629F21-4DB4-486D-BF04-F3C0DB898681

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 Contractor 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 Contractor 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.

Contractor Name: Tiffany Haynes

12/22/2023
Date

DocuSigned by:
Tiffany Haynes
Name: Tiffany Haynes
Title: President and CEO

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

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DocuSign Envelope ID: 73629F21-4DB4-486D-BF04-F3C0DB898681

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 (UEI #)
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: Tiffany Haynes

DocuSigned by:
Tiffany Haynes
[illegible]

12/22/2023
Date

Name: Tiffany Haynes
Title: President and CEO

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: L1GVDFFF66PL3

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

   X NO _____ YES

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

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

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

   _____ NO X YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Seacoast Mental Health Center, Inc., ("the Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on January 10, 2024 (Item #10), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, Amendment #1 through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1, Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

2/24/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Seacoast Mental Health Center, Inc.

2/21/2025
Date

DocuSigned by:
Geraldine (Jay) Couture
Name: Geraldine (Jay) Couture
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/25/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Contractor Name: *Seacoast Mental Health Center, Inc.*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services (HCBS)*

Budget Period *01/10/2024 - 6/30/2024 (SFY 24)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$1,521
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Tuition Assistance	$3,822
Student Loan Repayment	$67,802
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$73,145
Total Indirect Costs	$0
TOTAL	$73,145

DS

Grantee Initials GL

Date 2/21/2025

New Hampshire Department of Health and Human Services

Contractor Name: *Seacoast Mental Health Center, Inc.*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services (HCBS)*

Budget Period *07/01/24 - 06/30/25 (SFY25)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$210,000
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Tuition Assistance	$48,250
Student Loan Repayment	$210,000
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$258,250
Total Indirect Costs	$0
TOTAL	$258,250

DS

Grantee Initials GL

Date 2/21/2025

New Hampshire Department of Health and Human Services

Contractor Name: *Seacoast Mental Health Center, Inc.*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services (HCBS)*

Budget Period *07/01/25 – 12/31/25 (SFY26)*

Indirect Cost Rate (If applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$8,979
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Tuition Assistance	$43,928
Student Loan Repayment	$132,198
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$185,105
Total Indirect Costs	$0
TOTAL	$185,105

DS

Grantee Initials GL

Date 2/21/2025

Docusign Envelope ID: F969210B-8C39-4903-AB85-DEAED89AF397

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 SEACOAST MENTAL HEALTH CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 21, 1963. 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: **65254**
Certificate Number: **0006197611**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2023.

David M. Scanlan
Secretary of State

Docusign Envelope ID: F969210B-8C39-4903-AB85-DEAED89AF397

CERTIFICATE OF AUTHORITY

I, Monica Kieser, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Seacoast Mental Health Center, Inc.

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 18th, 2025 at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Geraldine (Jay) Couture (may list more than one person)

is duly authorized on behalf of Seacoast Mental Health Center, 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 was **valid thirty (30) days prior to and 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: 2/18/2025

Signature of Elected Officer
Name: Monica Kieser
Title: Board President

Docusign Envelope ID: F969210B-8C39-4903-AB85-DEAED89AF397

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/21/2025

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 Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: Jennifer Norton PHONE (A/C, No, Ext): 978-458-1865 FAX (A/C, No): 978-454-1865 E-MAIL ADDRESS: jennifer.norton@assuredpartners.com
INSURED Seacoast Mental Health Center, Inc. 1145 Sagamore Avenue Portsmouth NH 03801 SEACMEN-01	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Philadelphia Indemnity Insurance Company 18058 INSURER B : Granite State HC & HS Trust INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1577181703 **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	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2660642011	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Comp $1,000 X Coll $1,000			PHPK2660644011	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			PHUB902369015	3/1/2025	3/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			R02359HCHS202501	1/1/2025	1/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			PHPK2660642011	3/1/2025	3/1/2026	$1,000,000 $3,000,000	Per Occurrence Annual Aggregate

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

CERTIFICATE HOLDER

DHHS
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ARC

10

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

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

December 21, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $2,459,073 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Bridges	155658	Greater Merrimack County Area	$82,913
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	165089	Southern NH	$516,500
North Country Home Health & Hospice Agency, Inc.	154643	Coos and Grafton Counties	$94,640
Seacoast Mental Health Center, Inc.	174089	Seacoast Area	$516,500
Tender Care Inc.	216605	Greater Derry Area	$389,600
Toward Independent Living & Learning, Inc.	451720	Greater Nashua Area, Hillsborough, Merrimack, and Rockingham Counties	$358,920
Universal Care Alliance LLC	481444	Greater Concord Area	$500,000
		TOTAL	**$2,459,073**

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, 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.

Docusign Envelope ID: F969210B-8C39-4903-AB85-DEAED89AF397

EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents the final seven (7) of 27 Grant Agreements. The Governor and Council approved ten (10) Grant Agreements on November 29, 2023, Agenda Item #13, and approved ten (10) Grant Agreements on December 20, 2023, Agenda Item #11.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778.

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. Weaver
Commissioner

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Workforce Recruitment and Retention Strategies for Home and Community Based Services
RGA-2024-DLTSS-02-WORKF
Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS - DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Community Bridges *155658*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$52,913
2025	102-500731	Contracts for Prog Svc	93009020	$30,000
			Subtotal	***$82,913***

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management *165089*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$198,080
2025	102-500731	Contracts for Prog Svc	93009020	$318,420
			Subtotal	***$516,500***

North Country Home Health & Hospice Agency, Inc. *154643*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$46,424
2025	102-500731	Contracts for Prog Svc	93009020	$48,216
			Subtotal	***$94,640***

Seacoast Mental Health Center, Inc. *174089*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$258,250
2025	102-500731	Contracts for Prog Svc	93009020	$258,250
			Subtotal	***$516,500***

Tender Care Inc. *216605*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$194,800
2025	102-500731	Contracts for Prog Svc	93009020	$194,800
			Subtotal	***$389,600***

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Workforce Recruitment and Retention Strategies for Home and Community Based Services
RGA-2024-DLTSS-02-WORKF
Fiscal Details

Toward Independent Living & Learning, Inc. *451720*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$174,960
2025	102-500731	Contracts for Prog Svc	93009020	$183,960
			Subtotal	*$358,920*

Universal Care Alliance LLC *481444*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$229,716
2025	102-500731	Contracts for Prog Svc	93009020	$270,284
			Subtotal	*$500,000*

Grand Total	*$2,459,073*

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-OLTSS-07-WORKF
Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		APC of NH	Ascentria Community Services	Aspire Living & Learning	Becket Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc. dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay L. Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home, Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.2; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RFA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$489,504	$4,060,000	$926,580	$615,000	$82,913	$681,958	$623,018	$322,543	$526,673	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$489,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

Reviewer Name	Title
1 Gancy Feroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyre Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center Inc.	Seacoast Mental Health Center, Inc.	The Pines Company	Toward Independent Living and Learning, Inc. (TIL-L)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,462	$781,514	$530,000	$119,158	$358,920	$500,000	$93,194	$554,546	$389,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$516,500*	*$516,500*	*$516,500*	*$119,158*	*$358,920*	*$500,000*	*$93,194*	*$516,500*	*$389,600*	$11,066,780

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Subject: RGA-2024-DLTSS-02-WORKF-22 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Seacoast Mental Health Center, Inc.		1.4. Grantee Address 1145 Sagamore Ave Portsmouth, NH 03801	
1.5 Grantee Phone # (603) 957-5709	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $516,500
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 Docusigned by: Geraldine (Jay) Couture A0053D3454F1468... 12/18/2023		1.12. Name & Title of Grantee Signor 1 Geraldine (Jay) Couture President and CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13. State Agency Signature(s) Docusigned by: Melissa Hardy 1321A245400F495... 12/19/2023		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 12/19/2023 7407D4D41941480...			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials GL
Date 12/18/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE: COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Intials GA

Date ~~12/18/2023~~

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

DS

Contractor Intials GL

Date 12/18/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, are properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4 Paragraph 12, Termination, subparagraph 12.4, is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5 Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1 Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall

annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize funding provided under this Agreement to increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in the Seacoast area, by implementing programs that align with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must develop and implement focused retention programs for the targeted population of bachelor's-level direct care staff to further its commitment to prioritizing the professional development of all personnel. The Grantee must:

1.2.1. Establish and implement a Tuition Reimbursement Program (TRP) for bachelor-level direct care employees as a recruitment tool to attract employees who are interested in furthering their education, and benefitting from financial assistance.

1.2.2. The TRP is available to employees who have surpassed the agency-wide introductory employment period, and are matriculated in a master's degree program at a college or university in a social services discipline such as psychology, social work, or mental health counseling, as follows:

1.2.2.1. A full-time employee is eligible for up to $5,000 tuition reimbursement per academic year inclusive of required course fees.

1.2.2.2. A part-time employee is eligible for partial tuition reimbursement of the $5,000 amount, per academic year, based on their average number of work hours per week, which shall not exceed $5,000 per academic year (i.e., if a part-time employee averages 20 hours per week, the maximum amount eligible for tuition reimbursement is $2,500).

1.2.3. Expand its Student Loan Repayment Program (SLRP) to include bachelors-level direct care employees who have surpassed the agency-wide introductory employment period for up to $30,000 over 21 months, to commence on the Effective Date of this Agreement, as follows:

1.2.3.1. Eligible employees will be provided $15,000 in loan forgiveness for the time period: Agreement Effective Date through June 30, 2024, and an additional $15,000 in loan forgiveness for the time period: July 1, 2024, to March 31, 2025.

1.2.3.2. Eligible employees must commit to a binding contract with the Grantee to complete a minimum service obligation of 36 months following final repayment.

1.2.3.3. Eligible employees who have met enrollment requirements must submit proof of an outstanding student loan balance to the Grantee dated between the Effective Date of this Agreement and June 30, 2024 to receive the first loan repayment of $15,000, and submit additional proof of an outstanding student loan balance to the Grantee between July 1, 2024 and March 31, 2025 to receive the second loan repayment of $15,000.

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the programs as specified in Subsection 1.2 above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for programs not completed, or not demonstrating progress, on a quarterly basis no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing an initiative or program as specified, or not demonstrating progress; and

1.3.2.2. A plan to complete the initiative; which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Program statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the programs, which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

        Financial Manager
        Department of Health and Human Services
        105 Pleasant Street
        Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions, changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

   9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

      9.1.1. Condition A - The Grantee 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.

      9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

      9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

   9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

      9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implementation of the corrective action plan.

   9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

   9.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

   9.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee

shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Seacoast Mental Health Center, Inc.*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services (HCBS)*

Budget Period *G&C Approval Date through 6/30/2024*

Indirect Cost Rate (If applicable) 0.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$0	
2. Fringe Benefits	$210,000	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Tuition Assistance	$48,250	
Student Loan Repayment	$210,000	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$258,250	
Total Indirect Costs	$0	
TOTAL	$258,250	

DS

Contractor Initials GL

Date 12/18/2023

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Seacoast Mental Health Center, Inc.*

Budget Request for: *Workforce Recruitment and Retention Strategies for Home and Community Based Services (HCBS)*

Budget Period: *7/1/24 - 3/31/25*

Indirect Cost Rate (if applicable): 0.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$0	
2. Fringe Benefits	$210,000	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$0	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Tuition Assistance	$48,250	
Student Loan Repayment	$210,000	
Other (please specify)	$0	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$258,250	
Total Indirect Costs	$0	
TOTAL	$258,250	

Contractor Initials: DS GL

Date: 12/18/2023

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

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: Seacoast Mental Health Center, Inc.

12/18/2023
Date

DocuSigned by:
Geraldine (Jay) Couture
A5B3D2A54F144...
Name: Geraldine (Jay) Couture
Title: President and CEO

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Seacoast Mental Health Center, Inc.

12/18/2023
Date

DocuSigned by:
Geraldine (Jay) Couture
Name: Geraldine (Jay) Couture
Title: President and CEO

DS
GL
Vendor Initials
12/18/2023
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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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 (l)(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.

Contractor Name: Seacoast Mental Health Center, Inc.

12/18/2023
Date

DocuSigned by:
Geraldine (Jay) Couture
Name: Geraldine (Jay) Couture
Title: President and CEO

DS
GC
Contractor Initials

12/18/2023
Date

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

The Contractor 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:

Contractor 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.

Contractor Initials GL

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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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Seacoast Mental Health Center, Inc.

12/18/2023
Date

DocuSigned by:
Geraldine (Jay) Couture
A9933D2434F1466...
Name: Geraldine (Jay) Couture
Title: President and CEO

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 Contractor 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 Contractor 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.

Contractor Name: Seacoast Mental Health Center, Inc.

12/18/2023
Date

DocuSigned by:
Geraldine (Jay) Couture
Name: Geraldine (Jay) Couture
Title: President and CEO

DS
Contractor Initials GC
Date 12/18/2023

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HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

DS

Contractor Initials GL

Date 12/18/2023

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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 (UEI #)
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: Seacoast Mental Health Center, Inc.

12/18/2023
Date

DocuSigned by:
Geraldine (Jay) Couture
Name: Geraldine (Jay) Couture
Title: President and CEO

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: N6MNHKK2YVC7

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Tender Care Inc., ("the Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on January 10, 2024 (Item #10), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, Amendment #1 through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1, Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

3/4/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Tender Care, Inc.

3/3/2025
Date

DocuSigned by:
Albert Senesie
Name: Albert Senesie
Title: President

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

OFFICE OF THE ATTORNEY GENERAL

3/5/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Contractor Name: *Tender Care Inc.*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*

Budget Period *01/10/24 - 6/30/24 (SFY 24)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Sign on Incentives & One time Bonuses	$0
International Traveling cost	
Relocation and resettlement costs	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$0
Total Indirect Costs	$0
TOTAL	~~$0~~ DS

Grantee Initials AS

3/3/2025
Date

New Hampshire Department of Health and Human Services

Contractor Name: *Tender Care Inc.*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*

Budget Period *07/01/24 - 06/30/25 (SFY25)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$17,500
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$1,250
5.(a) Supplies - Educational	$500
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$750
6. Travel	$2,500
7. Software	$0
8. (a) Other - Marketing/ Communications	$2,250
8. (b) Other - Education and Training	$2,750
8. (c) Other - Other (specify below)	
Sign on Incentives & One time Bonuses	$139,300
International Traveling cost	$3,000
Relocation and resettlement costs	$25,000
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$194,800
Total Indirect Costs	$0
TOTAL	**$194,800**

DS

Grantee Initials AS

3/3/2025

Date

New Hampshire Department of Health and Human Services

Contractor Name: *Tender Care Inc.*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*

Budget Period *07/01/25 – 12/31/25 (SFY26)*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$0
2. Fringe Benefits	$0
3. Consultants	$17,500
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$1,250
5.(a) Supplies - Educational	$500
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$750
6. Travel	$2,500
7. Software	$0
8. (a) Other - Marketing/ Communications	$2,250
8. (b) Other - Education and Training	$2,750
8. (c) Other - Other (specify below)	
Sign on Incentives & One time Bonuses	$139,300
International Traveling cost	$3,000
Relocation and resettlement costs	$25,000
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$194,800
Total Indirect Costs	$0
TOTAL	**$194,800**

DS

AS

Grantee Initials

3/3/2025

Date

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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 TENDER CARE INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 14, 2017. 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: **767907**

Certificate Number: **0007076389**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of March A.D. 2025.

David M. Scanlan

Secretary of State

Docusign Envelope ID: 2F55451E-5B1E-4EF7-9F68-ADE5750C9287

CERTIFICATE OF VOTE/AUTHORITY

I, Jenkins Bawoh, I am the Managing Director of Tender Care Inc.(company) do hereby certify that:

1. I am the Managing Director, of Tender Care Inc.
2. That the President of Tender Care Inc. Albert Senesie is hereby authorized on behalf of this company to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate, and Albert Senesie is the duly elected President of this company.
3. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the company and that this authorization shall remain valid for thirty (30) days from the date of this certificate.

Jenkins Bawoh
Managing Director
Tender Care Inc.

Date: 3/3/2025

Docusign Envelope ID: 2F55451E-5B1E-4EF7-9F68-ADE5750C9287

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/10/2024

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	CONTACT NAME: Cortney Jacques	
Melcher & Prescott Insurance 426 Main Street Laconia NH 03246	PHONE (A/C, No, Ext): (603) 524-4535	FAX (A/C, No):
	E-MAIL ADDRESS: cjacques@melcher-prescott.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Cincinnati Insurance Co	10677
INSURED Tender Care INC DBA Tender Care 4 Birch St Derry NH 03038-2136	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2451012454 **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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			ETD 0434965	05/10/2024	05/10/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Forensic It Review Cyber	$ 50,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ETA 0434966	05/10/2024	05/10/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

State of New Hampshire
Dept of Health & Human Service
129 Pleasant Street
Concord NH 03301-3857

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

Cortney Jacques

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Client#: 1081813 TENDECAR12

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/03/2024

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: Sherri Winslow PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: Sherri.Winslow@usi.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Technology Insurance Company, Inc: 42376
INSURED Tender Care Inc. dba Tender Care 4 Birch Street Derry, NH 03038-2136	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			TWC4459491	07/01/2024	07/01/2025	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y	N/A					E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

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

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Albert Senesie, CEO & President

This Evidence of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Evidence.

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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10

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

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

December 21, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $2,459,073 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Bridges	155658	Greater Merrimack County Area	$82,913
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	165089	Southern NH	$516,500
North Country Home Health & Hospice Agency, Inc.	154643	Coos and Grafton Counties	$94,640
Seacoast Mental Health Center, Inc.	174089	Seacoast Area	$516,500
Tender Care Inc.	216605	Greater Derry Area	$389,600
Toward Independent Living & Learning, Inc.	451720	Greater Nashua Area, Hillsborough, Merrimack, and Rockingham Counties	$358,920
Universal Care Alliance LLC	481444	Greater Concord Area	$500,000
		TOTAL	**$2,459,073**

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, 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.

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EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents the final seven (7) of 27 Grant Agreements. The Governor and Council approved ten (10) Grant Agreements on November 29, 2023, Agenda Item #13, and approved ten (10) Grant Agreements on December 20, 2023, Agenda Item #11.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778.

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. Weaver
Commissioner

Workforce Recruitment and Retention Strategies for Home and Community Based Services
RGA-2024-DLTSS-02-WORKF
Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS - DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Community Bridges *155658*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$52,913
2025	102-500731	Contracts for Prog Svc	93009020	$30,000
			Subtotal	***$82,913***

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management *165089*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$198,080
2025	102-500731	Contracts for Prog Svc	93009020	$318,420
			Subtotal	***$516,500***

North Country Home Health & Hospice Agency, Inc. *154643*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$46,424
2025	102-500731	Contracts for Prog Svc	93009020	$48,216
			Subtotal	***$94,640***

Seacoast Mental Health Center, Inc. *174089*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$258,250
2025	102-500731	Contracts for Prog Svc	93009020	$258,250
			Subtotal	***$516,500***

Tender Care Inc. *216605*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$194,800
2025	102-500731	Contracts for Prog Svc	93009020	$194,800
			Subtotal	***$389,600***

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Workforce Recruitment and Retention Strategies for Home and Community Based Services
RGA-2024-DLTSS-02-WORKF
Fiscal Details

Toward Independent Living & Learning, Inc. *451720*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$174,960
2025	102-500731	Contracts for Prog Svc	93009020	$183,960
			Subtotal	*$358,920*

Universal Care Alliance LLC *481444*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$229,716
2025	102-500731	Contracts for Prog Svc	93009020	$270,284
			Subtotal	*$500,000*

Grand Total	*$2,459,073*

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ARC of NH	Ascentria Community Services	Aspire Living & Learning	Becket Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc. dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RFA	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$489,504	$4,050,000	$926,580	$615,000	$82,913	$681,958	$623,018	$322,543	$526,673	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$489,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

	Reviewer Name	Title
1	Candy Feroz	Bureau Chief
2	Kristina Ickes	BEAS Administrator
3	Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Plus Company	Toward Independent Living and Learning, Inc., (TIL-L)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$389,300	$94,640	$512,840	$200,000	$1,110,462	$781,514	$550,000	$119,158	$358,920	$500,000	$93,194	$584,548	$389,600	$17,455,835
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$518,500*	*$518,500*	*$518,500*	*$119,158*	*$358,920*	*$500,000*	*$93,194*	*$516,500*	*$389,600*	$11,066,760

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FORM NUMBER G-1 (version 11/2021)

Subject: RGA-2024-DLTSS-02-WORKF-23 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Tender Care Inc.		1.4. Grantee Address 4 Birch Street, Derry, NH 03038	
1.5 Grantee Phone # (603) 434-2535	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $389,600
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: Albert Senesie 12/22/2023		1.12. Name & Title of Grantee Signor 1 Albert Senesie President	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Melissa Hardy 12/22/2023		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 12/26/2023			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS AS
Date 12/22/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.3. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

12.4. 13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Intials DS

Date 12/22/2023

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials DS AS

Date 12/22/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, are properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2; is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4 Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5 Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing

basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize funding provided under this Agreement to increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in the Greater Derry Area, by implementing a program that aligns with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must implement a Targeted Recruitment Program to meet the objectives as specified in 1.1 above. The Grantee must:

1.2.1. Expand its pool of potential candidates by:

1.2.1.1. Identifying potential employee candidates through online job boards, professional networking sites, and referrals from current employees; and

1.2.1.2. Collaborating with recruiting agencies, including agencies that specialize in international recruitment, specifically Puerto Rico and the Virgin Islands. All candidates must:

1.2.1.2.1. Possess a valid United States (US) passport;

1.2.1.2.2. Be legally authorized to work in the US, and

1.2.1.2.3. Be able to obtain the necessary visas and/or work permits.

1.2.2. Conduct in person or face-to-face interviews virtually online or via video conference calls asking specific, structured questions regarding, but not limited to:

1.2.2.1. Work experience.

1.2.2.2. Qualifications.

1.2.2.3. Ability and capability to work remotely.

1.2.2.4. Willingness to relocate to the US, if required.

1.2.3. Provide relocation assistance to selected international candidates which may include, but is not limited to assistance with:

1.2.3.1. Obtaining a visa or work permit,

1.2.3.2. Securing housing, and

1.2.3.3. Navigating the US Healthcare System to ensure access to Healthcare.

1.2.4. Adhere to all US employment laws for all selected candidates, including international candidates, which includes, but is not limited to:

1.2.4.1. Equal Opportunity Employment.

1.2.4.2. Minimum wage and overtime compensation requirements.

1.2.5. Provide competitive compensation packages and benefits to attract and retain qualified individuals, including but not limited to:

1.2.5.1. Sign-on bonuses for up to $1,500 each.

1.2.5.2. Relocation allowances, if applicable, for up to $5,000 each.

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the program as specified in Subsection 1.2 above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for activities not completed, or not demonstrating progress, on a quarterly basis no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing an activity as specified, or not demonstrating progress; and

1.3.2.2. A plan to complete the activities, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Program activity statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the program, which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

1.4. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the Work Plan Update reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

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

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

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and

records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

        Financial Manager
        Department of Health and Human Services
        105 Pleasant Street
        Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Grantee 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.

9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

9.3: If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

9.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee 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.

BT 1.0 Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name:	*Tender Care Inc.*
Budget Request for:	*RGA-2024-DLTSS-02-WORKF*
Budget Period	*G&C Approval Date through 6/30/24*
Indirect Cost Rate (if applicable)	0.00%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$0	
2. Fringe Benefits	$0	
3. Consultants	$17,500	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$1,250	
5.(a) Supplies - Educational	$500	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$750	
6. Travel	$2,500	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$2,250	
8. (b) Other - Education and Training	$2,750	
8. (c) Other - Other (specify below)		
Sign on Incentives & One time Bonuses	$139,300	
International Traveling cost	$3,000	
Relocation and resettlement costs	$25,000	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$194,800	
Total Indirect Costs	$0	
TOTAL	$194,800	

DS
AS
Contractor Initials

12/22/2023
Date

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Tender Care Inc.*

Budget Request for: *RGA-2024-DLTSS-02-WORKF*

Budget Period *7/1/24 - 3/31/25*

Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost Funded by DHHS	
1. Salary & Wages	$0	
2. Fringe Benefits	$0	
3. Consultants	$17,500	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$1,250	
5.(a) Supplies - Educational	$500	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$750	
6. Travel	$2,500	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$2,250	
8. (b) Other - Education and Training	$2,750	
8. (c) Other - Other (specify below)		
Sign on Incentives & One time Bonuses	$139,300	
International Travelling cost	$3,000	
Relocation and resettlement costs	$25,000	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$194,800	
Total Indirect Costs	$0	
TOTAL	$194,800	

DS

Contractor Initials AS

12/22/2023

Date

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DocuSign Envelope ID: 813A4F6D-E4F3-46C1-B231-A95287871EFF

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

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: Tender Care Inc

12/22/2023
Date

DocuSigned by:
Albert Seneste
Name: Albert Seneste
Title: President

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DocuSign Envelope ID: 813A4F6D-E4F3-46C1-B231-A95287871EFF

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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Tender Care Inc

12/22/2023
Date

DocuSigned by:
Albert Senesie
Name: Albert Senesie
Title: President

DS
AS
Vendor Initials
12/22/2023
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

DS AS

Contractor Initials _____
Date 12/22/2023

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 (l)(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.

Contractor Name: Tender Care Inc

12/22/2023
Date

DocuSigned by:
Albert Senesie
Name: Albert Senesie
Title: President

DS
AS
Contractor Initials

12/22/2023
Date

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

The Contractor 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:

Contractor 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.

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Tender Care Inc

12/22/2023
Date

DocuSigned by:
Albert Senesie
Name: Albert Senesie
Title: President

Contractor Initials DS AS

Date 12/22/2023

Docusign Envelope ID: 2F55451E-5B1E-4EF7-9F68-ADE5750C9287

DocuSign Envelope ID: 813A4F6D-E4F3-46C1-B231-A95287871EFF

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 Contractor 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 Contractor 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.

Contractor Name: Tender Care Inc

12/22/2023
Date

DocuSigned by:
Albert Senesie
Name: Albert Senesie
Title: President

DS
AS
Contractor Initials
12/22/2023
Date

Docusign Envelope ID: 2F55451E-5B1E-4EF7-9F68-ADE5750C9287

DocuSign Envelope ID: 813A4F6D-E4F3-46C1-B231-A95287871EFF

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

Contractor Initials DS AS

Date 12/22/2023

Docusign Envelope ID: 2F55451E-5B1E-4EF7-9F68-ADE5750C9287

DocuSign Envelope ID: 813A4F6D-E4F3-46C1-B231-A95287871EFF

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 (UEI #)
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: Tender Care Inc

12/22/2023
Date

DocuSigned by:
Albert Senesie
Name: Albert Senesie
Title: President

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: 0000000

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Toward Independent Living & Learning, Inc., ("the Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on January 10, 2024 (Item #10), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, Amendment #1 through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1 Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

3/3/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Toward Independent Living & Learning, Inc.

3/3/2025
Date

Signed by:
Dafna Krouk-Gordon
Name: Dafna Krouk-Gordon
Title: president

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

OFFICE OF THE ATTORNEY GENERAL

3/5/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services	
Contractor Name:	*Toward Independent Living & Learning, Inc.*
Budget Request for:	*Workforce Recruitment & Retention Strategies for HCBS*
Budget Period	*01/10/24 - 6/30/24 (SFY 24)*
Indirect Cost Rate (if applicable)	3.13%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$47,870
2. Fringe Benefits	$18,617
3. Consultants	$12,893
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Technology	$0
5.(b) Pipeline Development	$0
5.(c) Professional Development	$0
5.(d) Recruitment Outreach	$0
6. Travel	$0
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c.) Other - define below	
Other-Technology	$14,724
Other-Pipeline Development	$0
Other-Professional Development	$20,790
Other-Recruitment Outreach	$28,848
9. Subrecipient Contracts	$0
Total Direct Costs	$143,742
Total Indirect Costs	$4,500
TOTAL	**$148,242**

Initial

Grantee Initials DK

3/3/2025

Date

New Hampshire Department of Health and Human Services	
Contractor Name:	*Toward Independent Living & Learning, Inc.*
Budget Request for:	*Workforce Recruitment & Retention Strategies for HCBS*
Budget Period	*07/01/24 - 06/30/25 (SFY25)*
Indirect Cost Rate (if applicable)	2.51%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$40,650
2. Fringe Benefits	$15,810
3. Consultants	$5,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Technology	$10,000
5.(b) Pipeline Development	$45,000
5.(c) Professional Development	$32,500
5.(d) Recruitment Outreach	$27,500
6. Travel	$3,000
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other	
9. Subrecipient Contracts	$0
Total Direct Costs	$179,460
Total Indirect Costs	$4,500
TOTAL	**$183,960**

Initial

Grantee Initials DK

3/3/2025
Date

	New Hampshire Department of Health and Human Services
Contractor Name:	*Toward Independent Living & Learning, Inc.*
Budget Request for:	*Workforce Recruitment & Retention Strategies for HCBS*
Budget Period	*07/01/25 - 12/31/25 (SFY26)*
Indirect Cost Rate (if applicable)	2.70%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$5,000
2. Fringe Benefits	$1,945
3. Consultants	$1,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$1,000
7. Software	$0
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other - Technology	$270
Other - Pipeline Development	$2,000
Other - Professional Development	$10,000
Other - Recruitment Outreach	$4,800
5.(d) Recruitment Outreach	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$26,015
Total Indirect Costs	$703
TOTAL	**$26,718**

Initial

Grantee Initials DK

3/3/2025

Date

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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 TOWARD INDEPENDENT LIVING & LEARNING, INC. is a Massachusetts Nonprofit Corporation registered to transact business in New Hampshire on June 10, 2013. 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: **692954**

Certificate Number: **0006296963**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of August A.D. 2023.

David M. Scanlan

Secretary of State

Docusign Envelope ID: D2870D8B-F426-47E2-BB9C-321FE32A223D

CERTIFICATE OF AUTHORITY

I, Yesim Taskor, 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 Toward Independent Living & Learning, 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 Feb.12, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Dafna Krouk-Gordon, President (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of **Toward Independent Living & Learning, 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 was **valid thirty (30) days prior to and 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: 3/5/2025

Signature of Elected Officer
Name: Yesim Taskor
Title: CRO

Docusign Envelope ID: D2870D8B-F426-47E2-BB9C-321FE32A223D

LIVINGTO01 PSZATHMARY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/3/2025

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 License # 1780862 HUB International New England 300 Ballardvale Street Wilmington, MA 01887	CONTACT NAME: Jacqueline Normandin PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jacqueline.normandin@hubinternational.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Berkshire Hathaway Specialty Insurance Company — 22276
INSURED Toward Independent Living & Learning Inc. 20 Eastbrook Road, Suite 201 Dedham, MA 02026-2056	INSURER B : Massachusetts Healthcare Self-Insurance Group, Inc. — 34304
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			47-SPK-262787-03	7/1/2024	7/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							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						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			47-SMA-262788-03	7/1/2024	7/1/2025	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			47-SUM-262790-03	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		19003100014000	1/1/2025	1/1/2026	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
A	Professional Liab*			47-SPK-262787-03	7/1/2024	7/1/2025	Each Incident	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Notes for Other Coverage Detail when shown
*Professional liability: $1,000,00 each professional incident / $3,000,000 per aggregate
Blanket Building Coverage - subject to $50,000 Deductible - Special Form / Replacement Cost

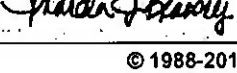
CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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ARC

10

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

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

December 21, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $2,459,073 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Bridges	155658	Greater Merrimack County Area	$82,913
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	165089	Southern NH	$516,500
North Country Home Health & Hospice Agency, Inc.	154643	Coos and Grafton Counties	$94,640
Seacoast Mental Health Center, Inc.	174089	Seacoast Area	$516,500
Tender Care Inc.	216605	Greater Derry Area	$389,600
Toward Independent Living & Learning, Inc.	451720	Greater Nashua Area, Hillsborough, Merrimack, and Rockingham Counties	$358,920
Universal Care Alliance LLC	481444	Greater Concord Area	$500,000
		TOTAL	**$2,459,073**

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, 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.

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EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents the final seven (7) of 27 Grant Agreements. The Governor and Council approved ten (10) Grant Agreements on November 29, 2023, Agenda Item #13, and approved ten (10) Grant Agreements on December 20, 2023, Agenda Item #11.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778.

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. Weaver
Commissioner

Workforce Recruitment and Retention Strategies for Home and Community Based Services
RGA-2024-DLTSS-02-WORKF
Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS - DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Community Bridges *155658*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$52,913
2025	102-500731	Contracts for Prog Svc	93009020	$30,000
			Subtotal	***$82,913***

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management *165089*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$198,080
2025	102-500731	Contracts for Prog Svc	93009020	$318,420
			Subtotal	***$516,500***

North Country Home Health & Hospice Agency, Inc. *154643*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$46,424
2025	102-500731	Contracts for Prog Svc	93009020	$48,216
			Subtotal	***$94,640***

Seacoast Mental Health Center, Inc. *174089*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$258,250
2025	102-500731	Contracts for Prog Svc	93009020	$258,250
			Subtotal	***$516,500***

Tender Care Inc. *216605*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$194,800
2025	102-500731	Contracts for Prog Svc	93009020	$194,800
			Subtotal	***$389,600***

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Workforce Recruitment and Retention Strategies for Home and Community Based Services
RGA-2024-DLTSS-02-WORKF
Fiscal Details

Toward Independent Living & Learning, Inc. *451720*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$174,960
2025	102-500731	Contracts for Prog Svc	93009020	$183,960
			Subtotal	*$358,920*

Universal Care Alliance LLC *481444*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$229,716
2025	102-500731	Contracts for Prog Svc	93009020	$270,284
			Subtotal	*$500,000*

Grand Total	*$2,459,073*

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New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ARC of NH	Ascentria Community Services	Aspire Living & Learning	Beckett Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc. dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RFA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$469,504	$4,060,000	$926,520	$515,000	$82,913	$681,958	$523,018	$322,543	$526,673	$409,640	$0
Final Award Amount		**$0**	**$516,500**	**$400,010**	**$469,504**	**$516,500**	**$516,500**	**$516,500**	**$82,913**	**$516,500**	**$516,500**	**$322,543**	**$516,500**	**$409,640**	**$0**

Reviewer Name	Title
1 Sandy Feroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (NHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Pines Company	Toward Independent Living and Learning, Inc. (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,462	$781,514	$550,000	$119,156	$358,820	$500,000	$93,194	$554,546	$389,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$518,500*	*$516,500*	*$516,500*	*$119,156*	*$358,920*	*$500,000*	*$93,194*	*$516,600*	*$389,600*	$11,066,760

Subject: RGA-2024-DLTSS-02-WORKF-25 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Toward Independent Living & Learning, Inc.		1.4. Grantee Address 20 Eastbrook Road Ste. 201 Dedham, MA 02026	
1.5 Grantee Phone # (781) 302-4600	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $358,920
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: Dafna Krouk-Gordon 12/20/2023		1.12. Name & Title of Grantee Signor 1 Dafna Krouk-Gordon president	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) DocuSigned by: Melissa Hardy 12/21/2023		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 12/22/2023			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DS
Date 12/20/2023

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS:

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Intials DS

Date 12/20/2023

approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project; and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Initials DS

Date 12/20/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 8, Personnel, subparagraph 8.1, is amended as follows:

8.1 The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, are properly licensed and authorized to perform such Project under all applicable laws, and have undergone all applicable background and registry checks.

1.3. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.4 Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.5 Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize funding provided under this Agreement to increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in New Hampshire, in the Greater Nashua Area, and Hillsborough, Merrimack, and Rockingham Counties, by implementing initiatives that align with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must:

1.2.1. Identify and collaborate with public and private partners and the educational system to:

1.2.1.1. Ensure high school and college/graduate students are aware of the wide range of rewarding positions available;

1.2.1.2. Provide informational content to students;

1.2.1.3. Promote Grantee internships and scholarships, as well as work opportunities for students;

1.2.1.4. Conduct targeted recruitment of students interested in other aspects of the Human Services industry, including but not limited to:

1.2.1.4.1. Information Technology (IT).

1.2.1.4.2. Auto mechanics.

1.2.1.4.3. Transportation.

1.2.1.4.4. Accounting.

1.2.1.4.5. Marketing.

1.2.2. Target recruitment to a broad audience to engage individuals early on in their educational and career choices;

1.2.3. Provide recruitment incentives to the next generation of the human services workforce through scholarship opportunities, educational

incentives, internships, apprenticeships, training and employment, including:

1.2.3.1. Developing scholarships for students to expand its existing tuition reimbursement program to pay a higher portion of tuition in exchange for a 2-year work commitment after graduation;

1.2.3.2. Offering apprenticeships to introduce individuals to the rewards of helping other individuals achieve their potential through their presence in their lives, pairing the trainee with an experienced mentor, to attend meetings, conferences, and participate in day-to-day, hands-on, job training, which is vital for success;

1.2.3.3. Providing paid and unpaid internships to NH college students for course credit, as well as employment and training opportunities with tuition reimbursement and educational credits;

1.2.4. Collaborate with colleges and programs that offer specialty-training certificates;

1.2.5. Seek out CTE and district high schools to form connections to provide opportunities to supplement student learning, including, but not limited to:

1.2.5.1. Nashua and Manchester Community Colleges, and

1.2.5.2. The University of New Hampshire (UNH).

1.2.6. Improve marketing and messaging of human services positions and opportunities to better appeal to the workforce;

1.2.7. Conduct outreach to NH Employment Security and local NH Works as a resource to utilize their extensive resources to support training and hiring;

1.2.8. Provide employee retention incentives including, but not limited to:

1.2.8.1. Continuing education incentives, and

1.2.8.2. Leadership training opportunities.

1.2.9. Provide a rate differential of $2.00 per hour for employees who complete specific certifications and trainings to work with individuals with complex medical and/or behavioral needs;

1.2.10. Offer scholarships for child care and other wraparound supports to ensure individuals' success;

1.2.11. Targeted recruitment efforts to individuals re-evaluating their careers and personal life choices who are seeking meaningful employment, through local social media groups and local community groups. Individuals include, but are not limited to:

1.2.11.1. Young retirees, and

1.2.11.2. Individuals returning to the workforce after a break.

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the initiatives as specified in Subsection 1.2 above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for initiatives not completed, or not demonstrating progress, on a quarterly basis no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing an initiative or as specified, or not demonstrating progress; and

1.3.2.2. A plan to complete the initiative, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Initiative statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the initiatives, which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

4. Records

4.1. The Contractor must keep records that include, but are not limited to:

4.1.1. 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.

4.1.2. 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.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

4.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. The Grantee must submit the final Invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions, changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits

9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Grantee 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.

9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

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

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name: *Toward Independent Living and Learning, Inc.*

Budget Request for: *Workforce Recruitment & Retention Strategies for HCBS (RGA-2024-DLTSS-02-WORKF)*

Budget Period *G&C Approval Date through 6/30/24*

Indirect Cost Rate (if applicable) 2.64%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$40,650	
2. Fringe Benefits	$15,810	
3. Consultants	$15,000	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Technology	$15,000	
5.(b) Pipeline Development	$20,000	
5.(c) Professional Development	$32,500	
5.(d) Recruitment Outreach	$28,500	
6. Travel	$3,000	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Other		
9. Subrecipient Contracts	$0	
Total Direct Costs	$170,460	
Total Indirect Costs	$4,500	
TOTAL	$174,960	

Contractor Initials DS DK

Date 12/20/2023

New Hampshire Department of Health and Human Services

Complete one budget form for each budget period.

Contractor Name:	*Toward Independent Living and Learning, Inc.*
Budget Request for:	*Workforce Recruitment & Retention Strategies for HCBS (RGA-2024-DLTSS-02-WORKF)*
Budget Period	*7/1/24 - 3/31/25*
Indirect Cost Rate (if applicable)	2.51%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$40,650	
2. Fringe Benefits	$15,810	
3. Consultants	$5,000	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	
5.(a) Technology	$10,000	
5.(b) Pipeline Development	$45,000	
5.(c) Professional Development	$32,500	
5.(d) Recruitment Outreach	$27,500	
6. Travel	$3,000	
7. Software	$0	
8. (a) Other - Marketing/ Communications	$0	
8. (b) Other - Education and Training	$0	
8. (c) Other - Other (specify below)		
Other		
9. Subrecipient Contracts	$0	
Total Direct Costs	$179,460	
Total Indirect Costs	$4,500	
TOTAL	$183,960	

Contractor Initials DS DK

Date 12/20/2023

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 DR
Date 12/20/2023

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: TILL. Inc.

12/20/2023
Date

DocuSigned by:
Dafna Krouk-Gordon
Name: Dafna Krouk-Gordon
Title: president

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DocuSign Envelope ID: E8BB79D6-A5C4-426B-A269-C141349EFFCE

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-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: TILL. Inc.

12/20/2023
Date

DocuSigned by:
Dafna krouk-Gordon
Name: Dafna Krouk-Gordon
Title: president

DS
DK
Vendor Initials

12/20/2023
Date

New Hampshire Department of Health and Human Services
Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

Contractor Name: TILL. Inc.

12/20/2023
Date

DocuSigned by:
Dafna Krouk-Gordon
Name: Dafna Krouk-Gordon
Title: president

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

The Contractor 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:

Contractor 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.

DS
DE
Contractor Initials

12/20/2023
Date

New Hampshire Department of Health and Human Services
Exhibit G

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

The Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: TILL. Inc.

12/20/2023
Date

DocuSigned by:
Dafna Krouk-Gordon
Name: Dafna Krouk-Gordon
Title: president

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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 Contractor 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 Contractor 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.

Contractor Name: TILL. Inc.

12/20/2023
Date

DocuSigned by:
Dafna Krouk-Gordon
Name: Dafna Krouk-Gordon
Title: president

Docusign Envelope ID: D2870D8B-F426-47E2-BB9C-321FE32A223D

DocuSign Envelope ID: E6BB79D6-A5C4-426B-A269-C141349EFFCE

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

DS

Contractor Initials DK

Date 12/20/2023

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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 (UEI #)
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: TILL. Inc.

12/20/2023
Date

DocuSigned by:
Dafna krouk-Gordon
Name: Dafna krouk-Gordon
Title: president

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: GQ6ZPLJX3NP7

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

   _X_ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

State of New Hampshire
Department of Health and Human Services
Amendment #1

This Amendment to the Workforce Recruitment and Retention Strategies for Home and Community Based Services Grant Agreement is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Universal Care Alliance LLC ("the Grantee").

WHEREAS, pursuant to an agreement ("Grant Agreement") approved by the Governor and Executive Council on January 10, 2024 (Item #10), the Grantee agreed to perform certain services based upon the terms and conditions specified in the Grant Agreement and in consideration of certain sums specified; and

WHEREAS, pursuant to Form G-1, General Provisions, the Grant Agreement may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form G-1 General Provisions, Block 1.7., Completion Date, to read:

   December 31, 2025

2. Modify Exhibit C, Payment Terms, Section 4., to read:

   4. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, Amendment #1 through Exhibit C-3, Budget, Amendment #1.

3. Modify Exhibit C-1 Budget, by replacing it in its entirety with Exhibit C-1, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C-2, Budget, by replacing it in its entirety with Exhibit C-2, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Grant Agreement not modified by this Amendment remain in full force and effect. This Amendment shall be effective April 1, 2025, 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

2/20/2025
Date

DocuSigned by:
Melissa Hardy
Name: Melissa Hardy
Title: Director, DLTSS

Universal Care Alliance LLC

2/19/2025
Date

Signed by:
Dhan Timsina
Name: Dhan Timsina
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

2/22/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Contractor Name: *Universal Care Alliance LLC*
Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*
Budget Period *01/10/24 - 6/30/24 (SFY 24)*
Indirect Cost Rate (If applicable) 8.43%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$109,320
2. Fringe Benefits	$0
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$888
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$1,739
6. Travel	$1,328
7. Software	$0
8. (a) Other - Marketing/ Communications	$1,804
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	
Other (scholorships/sign-on bonuses)	$42,200
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	**$157,279**
Total Indirect Costs	$13,183
TOTAL	**$170,462**

Initial DT

Grantee Initials ____

2/19/2025
Date ____

New Hampshire Department of Health and Human Services

Contractor Name: *Universal Care Alliliance LLC*
Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*
Budget Period *07/01/24 - 06/30/25 (SFY25)*
Indirect Cost Rate (if applicable) 9.57%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$180,494
2. Fringe Benefits	$10,043
3. Consultants	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$0
6. Travel	$1,350
7. Software	$312
8. (a) Other - Marketing/ Communications	$12,768
8. (b) Other - Education and Training	$10,000
8. (c) Other - Other (specify below)	
Other (scholarships and sign-on bonuses)	$31,710
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$246,677
Total Indirect Costs	$23,607
TOTAL	**$270,284**

Initial

Grantee Initials DT

Date 2/19/2025

New Hampshire Department of Health and Human Services

Contractor Name: *Universal Care Alllliance LLC*
Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS*
Budget Period *07/01/25 – 12/31/25 (SFY26)*
Indirect Cost Rate (if applicable) 9.95%

Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	$28,640
2. Fringe Benefits	$2,120
3. Consultants	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$4,000
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$650
6. Travel	$422
7. Software	$422
8. (a) Other - Marketing/ Communications	$3,000
8. (b) Other - Education and Training	$0
8. (c) Other - Other (specify below)	$0
Other (scholarships and sign-on bonuses)	$15,000
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$54,254
Total Indirect Costs	$5,000
TOTAL	**$59,254**

Initial
Grantee Initials DT
2/19/2025
Date

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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 UNIVERSAL CARE ALLIANCE LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 22, 2022. 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: **896610**

Certificate Number: **0007014880**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of January A.D. 2025.

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

I, Januka Adhikari, 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 Universal Care Alliance LLC.
(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 19th, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Dhan Timsina (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Universal Care Alliance LLC 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 was **valid thirty (30) days prior to and 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: 2/19/25

Januka Adhikari
Signature of Elected Officer
Name: Januka Adhikari
Title: Program Manager

Docusign Envelope ID: EC5B2AF7-52D5-4A61-873D-5973B98D8E3B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/24/2025

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
BizInsure LLC
2950 Buskirk Ave Suite 300
Walnut Creek, CA. 94597,USA

CONTACT NAME: Pavel Yurkov
PHONE (A/C, No, Ext): 317-343-8435 FAX (A/C, No):
E-MAIL ADDRESS: support@bizinsureforagents.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Insurance Company, Inc.	37540
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Universal Care Alliance LLC
105 Loudon Rd Suite 2
CONCORD, NH 03301

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			V16QAM24PNPM	10/01/2024	10/01/2025	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 3,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP EACH	$ 1,000,000
	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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] WC STATU-TORY LIMITS [ ] 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	Professional Liability (E&O)			V16QAM24PNPM	10/01/2024	10/01/2025	Coverage: $1,000,000 Aggregate: $3,000,000 Deductible: $1,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This certificate is issued for evidence purposes only.

INFORMATION SECURITY AND PRIVACY
Policy #: V16QAM24PNPM
Aggregate: $1,000,000

CERTIFICATE HOLDER

STATE OF NH DEPARTMENT OF
HEALTH AND HUMAN SERVICES

129 PLEASANT STREET
CONCORD, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE Pavlo Yurkov

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/23/2025

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 Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	**CONTACT NAME:** Automatic Data Processing Insurance Agency, Inc. **PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Universal Care Alliance LLC 105B Loudon Rd STE 101 Concord NH 03301	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** The Pie Insurance Company — 21857 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 4086029 **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)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						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 If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WCPI910222001	01/14/2025	01/14/2026	☒ 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)

CERTIFICATE HOLDER

STATE OF NH DEPARTMENT OF
HEALTH AND HUMAN SERVICES

129 PLEASANT STREET
CONCORD, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ARC

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

Lori A. Weaver
Commissioner

Melissa A. Hardy
Director

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

December 21, 2023

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 enter into grant agreements with the Grantees listed below in an amount not to exceed $2,459,073 for Workforce Recruitment and Retention Strategies for Home and Community Based Services, effective upon Governor and Council approval through March 31, 2025. 100% Federal Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Community Bridges	155658	Greater Merrimack County Area	$82,913
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	165089	Southern NH	$516,500
North Country Home Health & Hospice Agency, Inc.	154643	Coos and Grafton Counties	$94,640
Seacoast Mental Health Center, Inc.	174089	Seacoast Area	$516,500
Tender Care Inc.	216605	Greater Derry Area	$389,600
Toward Independent Living & Learning, Inc.	451720	Greater Nashua Area, Hillsborough, Merrimack, and Rockingham Counties	$358,920
Universal Care Alliance LLC	481444	Greater Concord Area	$500,000
		TOTAL	**$2,459,073**

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, 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.

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EXPLANATION

The purpose of this request is for Home and Community Based Service (HCBS) providers to implement programs, activities, and/or initiatives to increase staffing recruitment and retention in an effort to address the current HCBS workforce needs. This request represents the final seven (7) of 27 Grant Agreements. The Governor and Council approved ten (10) Grant Agreements on November 29, 2023, Agenda Item #13, and approved ten (10) Grant Agreements on December 20, 2023, Agenda Item #11.

The Grantees will utilize the funding provided under these Agreements on staff recruitment and retention strategies including, but not limited to: pipeline programs to bring in new workforce, marketing strategies and materials; collaboration with other agencies, organizations, and/or educational institutions to increase workforce; apprenticeships; and other targeted recruitment and/or focused retention activities.

HCBS providers serve individuals with developmental disabilities, physical disabilities and behavioral health needs living in their communities. The community-based services ensure these populations are able to live as independently as possible for as long as possible in the community. The anticipated outcome of these awards is to strengthen the workforce that serve these populations through recruitment, retention, and training. The Department is focusing on these strategies in an effort to ensure these essential services can be provided to reduce potential institutionalization or out of state placements.

The Department will monitor the Agreements through the monthly reports submitted by the Grantees, and review of the required supporting documentation for costs incurred prior to issuing payment.

The Department selected the Grantees through a competitive bid process using a Request for Grant Applications that was posted on the Department's website from April 7, 2023 through May 16, 2023. The Department received 29 responses that were reviewed by a team of qualified individuals. The Evaluation Sheet is attached.

Should the Governor and Council not authorize this request, the Department will be unable to assist HCBS providers with strengthening the workforce through recruitment and retention strategies.

Source of Federal Funds: Assistance Listing Number 93.778.

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. Weaver
Commissioner

Workforce Recruitment and Retention Strategies for Home and Community Based Services
RGA-2024-DLTSS-02-WORKF
Fiscal Details

05-095-093-930010-26060000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS: DLTSS - DEVELOPMENTAL SERVICES; HCBS ENHANCED FMAP - ARP

Community Bridges *155658*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$52,913
2025	102-500731	Contracts for Prog Svc	93009020	$30,000
			Subtotal	***$82,913***

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management *165089*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$198,080
2025	102-500731	Contracts for Prog Svc	93009020	$318,420
			Subtotal	***$516,500***

North Country Home Health & Hospice Agency, Inc. *154643*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$46,424
2025	102-500731	Contracts for Prog Svc	93009020	$48,216
			Subtotal	***$94,640***

Seacoast Mental Health Center, Inc. *174089*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$258,250
2025	102-500731	Contracts for Prog Svc	93009020	$258,250
			Subtotal	***$516,500***

Tender Care Inc. *216605*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$194,800
2025	102-500731	Contracts for Prog Svc	93009020	$194,800
			Subtotal	***$389,600***

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Workforce Recruitment and Retention Strategies for Home and Community Based Services
RGA-2024-DLTSS-02-WORKF
Fiscal Details

Toward Independent Living & Learning, Inc. *451720*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$174,960
2025	102-500731	Contracts for Prog Svc	93009020	$183,960
			Subtotal	*$358,920*

Universal Care Alliance LLC *481444*

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget
2024	102-500731	Contracts for Prog Svc	93009020	$229,716
2025	102-500731	Contracts for Prog Svc	93009020	$270,284
			Subtotal	*$500,000*

Grand Total	*$2,459,073*

Docusign Envelope ID: EC5B2AF7-52D5-4A61-873D-5973B98D8E3B

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RGA-2024-DLTSS-02-WORKF

Project Title Workforce Recruitment and Retention Strategies for Home and Community Based Services

		ADC of NH	Ascentria Community Services	Aspire Living & Learning	Beckel Academy	Bell Tower Home Health Care	Bloom and Shine Services	The Mental Health Center for Southern NH dba Center for Life Management	Community Bridges	Behavioral Health & Developmental Services of Strafford County, Inc., dba Community Partners	Easter Seals of New Hampshire, Inc. (ESNH)	Granite VNA Inc	Great Bay Services, Inc.	Community Council of Nashua, NH dba Greater Nashua Mental Health (GNMH)	The Home Care, Hospice & Palliative Care Alliance of New Hampshire
Technical															
The application is complete;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
The Applicant is an eligible Provider as specified in Subsection 1.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
The Applicant's proposed project(s) meet one (1) or more of the qualifying project criteria specified in Paragraph 1.5.1;	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant's Work Plan meets the requirements as specified in Paragraph 1.5.3; and	Yes or No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
The Applicant meets all other requirements as specified in this RGA.	Yes or No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	N/A
Vendor PASS or FAIL Rating		FAIL	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	FAIL
Vendor Requested Amount		$0	$1,173,429	$400,010	$489,504	$4,050,000	$928,580	$615,000	$82,913	$681,958	$523,015	$322,543	$526,673	$409,640	$0
Final Award Amount		$0	$516,500	$400,010	$489,504	$516,500	$516,500	$516,500	$82,913	$516,500	$516,500	$322,543	$516,500	$409,640	$0

Reviewer Name	Title
1 Sandy Feroz	Bureau Chief
2 Kristina Ickes	BEAS Administrator
3 Kyra Leonard	Finance Manager

The Department anticipates presenting the remaining Grantees that received a pass rating at a future G&C meeting.

Independence Care of New Hampshire,LLC	The Mental Health Center of Greater Manchester	Monadnock Family Services	North Country Home Health & Hospice	Northern Human Services (dHHS)	OFEMZ Home Healthcare Agency LLC	Regency Home Health	Riverbend Community Health Center, Inc.	Seacoast Mental Health Center, Inc.	The Plus Company	Toward Independent Living and Learning, Inc... (TILL)	Universal Care Alliance LLC	Visions for Creative Housing Solutions	Area Agency of Nashua (dba Gateways Community Services)	Tender Care Inc., dba Tender Care Nursing	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	PASS	
$750,000	$750,095	$399,300	$94,640	$512,840	$200,000	$1,110,462	$781,514	$550,000	$119,156	$358,820	$500,000	$93,194	$554,548	$389,600	$17,455,535
$516,500	*$516,500*	*$399,300*	*$94,640*	*$512,840*	*$200,000*	*$518,500*	*$516,500*	*$516,500*	*$119,156*	*$358,820*	*$500,000*	*$93,194*	*$516,500*	*$389,600*	$11,066,760

FORM NUMBER G-1 (version 11/2021)

Subject: RGA-2024-DLTSS-02-WORKF-26 (Workforce Recruitment and Retention Strategies)

GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby
Mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1. State Agency Name New Hampshire Department of Health and Human Services		1.2. State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3. Grantee Name Universal Care Alliance LLC		1.4. Grantee Address 105B Loudon Road, Suite 101, Concord, NH 03301	
1.5 Grantee Phone # (603) 333-6400	1.6. Account Number 05-95-93-930010-2606	1.7. Completion Date 3/31/25	1.8. Grant Limitation $500,000
1.9. Grant Officer for State Agency Robert W. Moore, Director		1.10. State Agency Telephone Number (603) 271-9631	
If Grantee is a municipality or village district: **"By signing this form we certify that we have complied with any public meeting requirement for acceptance of this grant, including if applicable RSA 31:95-b."**			
1.11. Grantee Signature 1 DocuSigned by: Dhan Timsina 12/20/2023		1.12. Name & Title of Grantee Signor 1 Dhan Timsina CEO	
Grantee Signature 2		Name & Title of Grantee Signor 2	
Grantee Signature 3		Name & Title of Grantee Signor 3	
1.13 State Agency Signature(s) Melissa Hardy 12/21/2023		1.14. Name & Title of State Agency Signor(s) Melissa Hardy Director, DLTSS	
1.15. Approval by Attorney General (Form, Substance and Execution) (if G & C approval required) By: DocuSigned by: Robyn Guarino Assistant Attorney General, On: 12/22/2023			
1.16. Approval by Governor and Council (if applicable) By: On:			

2. SCOPE OF WORK: In exchange for grant funds provided by the State of New Hampshire, acting through the Agency identified in block 1.1 (hereinafter referred to as "the State"), the Grantee identified in block 1.3 (hereinafter referred to as "the Grantee"), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT B (the scope of work being hereinafter referred to as "the Project").

Contractor Initials DT

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.

4. EFFECTIVE DATE; COMPLETION OF PROJECT.

4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if required (block 1.16), or upon signature by the State Agency as shown in block 1.14 ("the Effective Date").

4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.7 (hereinafter referred to as "the Completion Date").

5. GRANT AMOUNT; LIMITATION ON AMOUNT; VOUCHERS; PAYMENT.

5.1. The Grant Amount is identified and more particularly described in EXHIBIT C, attached hereto.

5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT C.

5.3. In accordance with the provisions set forth in EXHIBIT C, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.

5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.

5.5. Notwithstanding anything 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 Grant limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31-95-b.

7. RECORDS and ACCOUNTS.

7.1. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency, the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.

7.2. Between the Effective Date and the date seven (7) years after the Completion Date, unless otherwise required by the grant terms or the Agency pursuant to subparagraph 7.1, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these provisions

8. PERSONNEL.

8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.

8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

9. DATA; RETENTION OF DATA; ACCESS.

9.1. 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, paper, and documents, all whether finished or unfinished.

9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.

9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.

9.4. On and after the Effective Date 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, whichever shall first occur.

9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.

10. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

11. EVENT OF DEFAULT; REMEDIES.

11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

11.1.1 Failure to perform the Project satisfactorily or on schedule; or

11.1.2 Failure to submit any report required hereunder; or

11.1.3 Failure to maintain, or permit access to, the records required hereunder; or

11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.

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

11.2.1 Give the Grantee 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 remedied, terminate this Agreement; effective two (2) days after giving the Grantee notice of termination; and

11.2.2 Give the Grantee 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 Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and

11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and

11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

12. TERMINATION.

12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.

12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.

12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.

13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Contractor Initials DS

Date 12/20/2023

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approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit B without the prior written consent of the State.

16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or subgrantee or other agent of the Grantee. 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 shall survive the termination of this agreement.

17. INSURANCE.

17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:

17.1.1 Statutory workers' compensation and employees liability insurance for all employees engaged in the performance of the Project, and

17.1.2 General liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury or death any one incident, and $500,000 for property damage in any one incident; and

17.2. The policies described in subparagraph 17.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Grantee shall furnish to the State, certificates 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.

18. WAIVER OF BREACH. 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, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver 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 default on the part of the Grantee.

19. 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 first above given.

20. 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 Council of the State of New Hampshire, if required or by the signing State Agency.

21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intend of the parties hereto.

22. 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.

23. 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 relating hereto.

24. SPECIAL PROVISIONS. The additional or modifying provisions set forth in Exhibit A hereto are incorporated as part of this agreement.

Contractor Intials DS

Date 12/20/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form G-1, General Provisions

1.1. Paragraph 4, Effective Date: Completion of Project, is amended by adding subparagraph 4.3 as follows:

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

1.2. Paragraph 11, Event of Default: Remedies, subparagraph 11.2.2, is amended as follows:

11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the State determines the Event of Default is cured.

1.3. Paragraph 12, Termination, subparagraph 12.4 is amended as follows:

12.4 Notwithstanding anything in this Agreement to the contrary, the State may terminate this Agreement without cause upon thirty (30) days written notice to the Grantee.

1.4. 1.5 Paragraph 15, Assignment and Subcontracts, is amended by adding subparagraph 15.1 as follows:

15.1. Subcontractors are subject to the same contractual conditions as the Grantee and the Grantee is responsible to ensure subcontractor compliance with those conditions. The Grantee shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Grantee shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Grantee 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.

Grantee Initials DT (DS)

Date 12/20/2023

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Grantee must utilize funding provided under this Agreement to increase recruitment and retention of the Home and Community Based Services (HCBS) direct care workforce in the Greater Concord Area, by implementing initiatives that align with one (1) or more of the recruitment strategies below:

1.1.1. Pipeline or program, which includes new positions and/or marketing.

1.1.2. Collaboration with other agencies, organizations, and/or educational institutions.

1.1.3. Apprenticeship(s).

1.1.4. Targeted recruitment.

1.1.5. Focused retention.

1.2. The Grantee must:

1.2.1. Develop and hire for a new Program Manager position to develop, implement, and manage a Comprehensive Workforce Plan to provide non-medical in-home care services to residents.

1.2.2. Develop a comprehensive Workforce Development Program to increase the number of Personal Care Service Providers (PCSPs) by 20% over three (3) years to increase the number of individuals available to provide care to residents.

1.2.3. Provide comprehensive training and support to PCSPs to improve the quality of care provided to residents.

1.2.4. Develop a marketing strategy to target specific communities with high unemployment rates to increase the number of candidates available for recruitment, which must include the development of flyers, posters, and advertisements to promote our program.

1.2.5. Implement targeted recruitment efforts to individuals interested in a healthcare career, which must include:

1.2.5.1. Providing training to reduce the turnover rate of PCSPs by 10%;

1.2.5.2. Providing scholarships and support to employees to foster career growth and advancement; and

1.2.5.3. Implementing retention strategies to improve employee job satisfaction and reduce the turnover rate of PCSPs.

Grantee Initials DT (DS)

Date 12/20/2023

1.3. Reporting Requirements

1.3.1. The Grantee must submit a Project Update Report to the Department on a monthly basis for the initiatives as specified in Subsection 1.2 above, which must include:

1.3.1.1. Progress to date;

1.3.1.2. Estimated completion dates; and

1.3.1.3. Any barriers to completion.

1.3.2. The Grantee must submit a Corrective Action Plan to the Department for initiatives not completed, or not demonstrating progress, on a quarterly basis no later than ten (10) business days after each quarter-end date, that must include:

1.3.2.1. The reason or barrier for not completing an initiative or as specified, or not demonstrating progress; and

1.3.2.2. A plan to complete the initiative, which must include a timeline.

1.3.3. The Grantee must provide a Final Report to the Department no later than 90 calendar days prior to the Grant Agreement completion date, which must include:

1.3.3.1. Initiative statuses and/or completion dates; and

1.3.3.2. An impact statement on the success of the initiatives, which must include supporting documentation. Grantees must only provide aggregated and de-identified information.

1.3.4. The Grantee may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.3.5. The Grantee must ensure no individual can be directly or indirectly identified by the data submitted in the reports.

2. Exhibits Incorporated

2.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

4. Exhibits Incorporated

4.1. The Contractor must comply with all Federal Requirements in Exhibits D-H and Exhibit J, which are attached hereto and incorporated by reference herein.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

6. Records

6.1. The Contractor must 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.

6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

6.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Workforce Recruitment and Retention Strategies for Home and Community Based Services

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Federal funds from Section 9817 of the American Rescue Plan Act of 2021, by the Centers for Medicare and Medicaid Services, CFDA 93.778.
2. Funding under this Agreement must not be utilized to supplant existing recruitment or retention programs, strategies, or initiatives.
3. For the purposes of this Agreement the Department has identified:
   3.1. The Grantee as a Contractor, in accordance with 2 CFR 200.331.
   3.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
4. Payment will be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Grant Agreement, and shall be in accordance with the approved line items as specified in Exhibit C-1, Budget and Exhibit C-2, Budget.
5. The Grantee must submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which allowable costs were incurred. The Contractor shall ensure each invoice:
   5.1. Includes the Grantee's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment for allowable costs incurred in the previous month.
   5.4. Includes supporting documentation of allowable costs with each invoice that may include, but is not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
   5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
   5.6. Is assigned an electronic signature, includes supporting doumenation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

        Financial Manager
        Department of Health and Human Services
        105 Pleasant Street
        Concord, NH 03301
6. Payment will be made within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

7. The Grantee must submit the final invoice no later than forty (40) days after the Grant Agreement Completion Date in block 1.7 of the Form G-1, Grant Agreement Genral Provisions.

8. Notwithstanding Paragraph 20 of the Form G-1, General Provisions; changes limited to adjusting amounts within the Grant Limitation 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.

9. Audits.

   9.1. The Grantee must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

      9.1.1. Condition A - The Grantee 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.

      9.1.2. Condition B - The Grantee is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

      9.1.3. Condition C - The Grantee is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

   9.2. If Condition A exists, the Grantee shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Grantee'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.

      9.2.1. The Grantee shall submit a copy of any Single Audit findings and any associated corrective action plans. The Grantee shall submit quarterly progress reports on the status of implemntation of the corrective action plan.

   9.3. If Condition B or Condition C exists, the Grantee shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Grantee's fiscal year.

   9.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

   9.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Grantee that the Grantee

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.

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New Hampshire Department of Health and Human Services

Contractor Name: *Universal Care Alliance LLC*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS (RGA-2024-DLTSS-02-WORKF)*

Budget Period: *G&C Approval Date through 6/30/24*

Indirect Cost Rate (If applicable): 9.65%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$137,960	
2. Fringe Benefits	$10,210	
3. Consultants	$0	
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$5,000	
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$1,000	
6. Travel	$1,800	
7. Software	$312	
8. (a) Other - Marketing/ Communications	$13,159	
8. (b) Other - Education and Training	$10,000	
8. (c) Other - Other (specify below)		
Other (scholarships/sign-on bonuses)	$30,500	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$209,941	
Total Indirect Costs	$19,775	
TOTAL	$229,716	

Contractor Initials DS

Date 12/20/2023

New Hampshire Department of Health and Human Services

Contractor Name: *Universal Care Alliance LLC*

Budget Request for: *Workforce Recruitment and Retention Strategies for HCBS (RGA-2024-DLTSS-02-WORKF)*

Budget Period *7/01/2024-03/31/2025*

Indirect Cost Rate (if applicable) 9.57%

Line Item	Program Cost - Funded by DHHS	
1. Salary & Wages	$180,494	
2. Fringe Benefits	$10,043	
3. Consultants		
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.		
5.(a) Supplies - Educational	$0	
5.(b) Supplies - Lab	$0	
5.(c) Supplies - Pharmacy	$0	
5.(d) Supplies - Medical	$0	
5.(e) Supplies Office	$0	
6. Travel	$1,350	
7. Software	$312	
8. (a) Other - Marketing/ Communications	$12,768	
8. (b) Other - Education and Training	$10,000	
8. (c) Other - Other (specify below)		
Other (scholarships and sign-on bonuses)	$31,710	
Other (please specify)	$0	
9. Subrecipient Contracts	$0	
Total Direct Costs	$246,677	
Total Indirect Costs	$23,607	
TOTAL	$270,284	

Contractor Initials DS DT

Date 12/20/2023

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

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: Universal Care Alliance LLC

12/20/2023
Date

DocuSigned by:
Dhan Timsina
Name: Dhan Timsina
Title: CEO

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Universal Care Alliance LLC

12/20/2023
Date

DocuSigned by:
Dhan Timsina
Name: Dhan Timsina
Title: CEO

Vendor Initials DT
12/20/2023
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

Contractor Initials DT
Date 12/20/2023

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 (l)(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.

Contractor Name: Universal Care Alliance LLC

12/20/2023
Date

DocuSigned by:
Dhan Timsina
Name: Dhan Timsina
Title: CEO

DS
DT
Contractor Initials

12/20/2023
Date

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

The Contractor 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:

Contractor 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.

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 Contractor 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 Contractor agrees to comply with the provisions indicated above.

Contractor Name: Universal Care Alliance LLC

12/20/2023
Date

DocuSigned by:
Dhan Timsina
Name: Dhan Timsina
Title: CEO

Docusign Envelope ID: EC5B2AF7-52D5-4A61-873D-5973B98D8E3B

DocuSign Envelope ID: 9A977A21-0E65-488E-9C18-687C9DC8EA8E

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 Contractor 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 Contractor 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.

Contractor Name: Universal Care Alliance LLC

12/20/2023
Date

DocuSigned by:
Dhan Timsina
Name: Dhan Timsina
Title: CEO

Docusign Envelope ID: EC5B2AF7-52D5-4A61-873D-5973B98D8E3B

DocuSign Envelope ID: 9A977A21-0E65-488E-9C18-687C9DC8EA8E

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

Exhibit I is not applicable to this Agreement.

Remainder of page intentionally left blank.

DS

Contractor Initials DT

Date 12/20/2023

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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 (UEI #)
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: Universal Care Alliance LLC

12/20/2023
Date

DocuSigned by:
Dhan Timsina
Name: Dhan Timsina
Title: CEO

Docusign Envelope ID: EC5B2AF7-52D5-4A61-873D-5973B98D8E3B

DocuSign Envelope ID: 9A977A21-0E65-488E-9C18-687C9DC8EA8E

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The UEI (SAM.gov) number for your entity is: 000000

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____