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

Lori A. Weaver
Commissioner

Iain N. Watt
Director

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March 20, 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 Public Health Services, to enter into a **Sole Source** amendment to an existing contract with The Granite Young Men's Christian Association (VC# 154139), Manchester, NH, to increase the number of healthcare providers referring individuals with or at risk for chronic conditions to health intervention programs, by increasing the price limitation by \$760,000 from \$1,374,000 to \$2,134,000 and by extending the completion date from June 30, 2025 to June 28, 2028, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 24, 2020 (Item #39), and amended on May 19, 2021 (Item #24), August 18, 2021 (Item #20), and most recently amended on June 14, 2023 (Item #27A).

Funds are available in the following accounts for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Years 2026, 2027, and 2028, upon the availability and continued appropriation of funds in the future operating budgets, 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

This request is **Sole Source** because the Department is extending the contract beyond the completion date with no available renewal options. The Contractor is the only New Hampshire Medicare-recognized provider of the National Diabetes Prevention Program (NDPP). Additionally, the Contractor is the only vendor with an established statewide network of facilities able to serve the relevant population of patients with the included services for diabetes, arthritis, and blood pressure management. The Contractor's experience includes delivering evidence-based health and wellness programs, including the diabetes prevention program, which enables timely and scalable program implementation. The original contract was competitively bid in 2020, and the Contractor was the only vendor to submit a response. Extending the contract through June 28, 2028, will ensure ongoing alignment with Centers for Disease Control and Prevention (CDC) grant awards that fund this initiative.

The purpose of this request is for the Contractor to continue to provide in-person and virtual online health intervention programs to individuals with or at risk for chronic conditions, such as diabetes, high blood pressure, and arthritis. Examples include: Arthritis Aquatics, Blood Pressure Self-Monitoring Program, Diabetes Self-Management Education and Support, Enhance Fitness, National Diabetes Prevention Program, and Tai Ji Quan Moving for Better Balance. The Contractor will expand relationships with healthcare providers across the state to increase awareness and referrals to these intervention programs. The Contractor will continue to provide mentorship and support the expansion of health programs in other organizations, such as senior centers, including in rural areas of the state. The Contractor will provide continuing education to healthcare providers to streamline the referral process and provide timely follow-up for individuals referred to the health programs. Time-limited funding is provided while the contractor works towards sustainability through payer reimbursement. Funding is essential to fill gaps in rural areas that do not have these programs.

The Contractor will continue to support the Department's efforts to reduce the number of adults who develop chronic conditions or experience complications related to chronic conditions. The Department anticipates connecting approximately 1,700 adults with or at risk for chronic health conditions with health intervention programs.

The Department will continue to monitor services by:

- Comparing baseline data to post-intervention data to evaluate the effectiveness of the interventions. Each intervention program has quality standards and reports data for accreditation. For example: National Diabetes Prevention Program (hemoglobin A1c, weight, and physical activity minutes); Tai Ji Quan Moving for Better Balance (fitness and risk for falls).
- Collecting and reviewing regular monthly, quarterly, and annual reporting to assess progress.
- Conducting monthly meetings to discuss and address challenges and opportunities to continuously improve the delivery of services.

Should the Governor and Council not authorize this request, New Hampshire residents will have fewer resources to address chronic health conditions potentially increasing the reliance on costly medical interventions and increasing negative outcomes for individual health.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number (ALN) 93.945, FAIN NU58DP007480; ALN 93.988, FAIN NU58DP007421; ALN 93.436, FAIN NU58DP007652; ALN 93.426, FAIN NU58DP007441; and ALN 93.898, FAIN NU58DP007115.

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

Respectfully submitted,



for:

Lori A. Weaver
Commissioner

**Combined Chronic, Wisewoman, Comprehensive Cancer, and Arthritis
RFP-2020-DPHS-09-HEART-01-A04
Fiscal Detail Sheet**

05-95-090-902010-12270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMBINED CHRONIC DISEASE 100% FEDERAL FUNDS ALN 93.988 (Diab), ALN 93.426 (Heart)

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

05-95-090-904510-32280000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PREVENTION & WELLNESS, COMBINED CHRONIC DISEASE 100% FEDERAL FUNDS ALN 93.988 (Diab), ALN 93.426 (Heart)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	074-500589	Contracts for Prog Svc	90010028 (Heart)	\$50,000	\$0	\$50,000
2024	074-500589	Contracts for Prog Svc	90010023 (Diabetes)	\$50,000	\$0	\$50,000
2025	074-500589	Contracts for Prog Svc	90010028 (Heart)	\$50,000	\$100,000	\$150,000
2025	074-500589	Contracts for Prog Svc	90010023 (Diabetes)	\$50,000	\$75,000	\$125,000
2026	074-500589	Contracts for Prog Svc	90010028 (Heart)	\$0	\$50,000	\$50,000
2026	074-500589	Contracts for Prog Svc	90010023 (Diabetes)	\$0	\$50,000	\$50,000

2027	074-500589	Contracts for Prog Svc	90010028 (Heart)	\$0	\$50,000	\$50,000
2027	074-500589	Contracts for Prog Svc	90010023 (Diabetes)	\$0	\$50,000	\$50,000
2028	074-500589	Contracts for Prog Svc	90010028 (Heart)	\$0	\$50,000	\$50,000
2028	074-500589	Contracts for Prog Svc	90010023 (Diabetes)	\$0	\$50,000	\$50,000
			<i>Subtotal</i>	<i>\$200,000</i>	<i>\$475,000</i>	<i>\$675,000</i>

05-95-90-902010-70460000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, ARTHRITIS 100% FEDERAL FUNDS_ALN 93.945

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

05-95-090-904510-32270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PREVENTION & WELLNESS, ARTHRITIS 100% FEDERAL FUNDS_ALN 93.945

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	074-500589	Contracts for Prog Svc	90017717	\$50,000	\$0	\$50,000
2025	074-500589	Contracts for Prog Svc	90017717	\$50,000	\$35,000	\$85,000
2026	074-500589	Contracts for Prog Svc	90017717	\$0	\$50,000	\$50,000
2027	074-500589	Contracts for Prog Svc	90017717	\$0	\$50,000	\$50,000
2028	074-500589	Contracts for Prog Svc	90017717	\$0	\$50,000	\$50,000
			<i>Subtotal</i>	<i>\$100,000</i>	<i>\$185,000</i>	<i>\$285,000</i>

05-95-90-902010-56590000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, COMPREHENSIVE CANCER 100% Federal Funds_ALN 93.898

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

2023	102-500731	Contracts for Prog Svc	90080183	\$0	\$0	\$0
			<i>Subtotal</i>	\$100,000	\$0	\$100,000

05-95-90-902010-70450000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, WISEWOMAN 100% FEDERAL FUNDS_ALN 93.436

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

05-95-090-904510-32260000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PREVENTION & WELLNESS, WISEWOMAN 100% FEDERAL FUNDS_ALN 93.436

2024	074-500589	Contracts for Prog Svc	90070450	\$20,000	\$0	\$20,000
2025	074-500589	Contracts for Prog Svc	90070450	\$20,000	\$10,000	\$30,000
2026	074-500589	Contracts for Prog Svc	90070450	\$0	\$30,000	\$30,000
2027	074-500589	Contracts for Prog Svc	90070450	\$0	\$30,000	\$30,000
2028	074-500589	Contracts for Prog Svc	90070450	\$0	\$30,000	\$30,000
			<i>Subtotal</i>	\$40,000	\$100,000	\$140,000
			<i>Total</i>	\$1,374,000	\$760,000	\$2,134,000

**State of New Hampshire
Department of Health and Human Services
Amendment #4**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2020 (Item #39), as amended on May 19, 2021 (Item #24), and amended on August 18, 2021 (Item #20), and as most recently amended on June 14, 2023 (Item #27A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, 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 P-37 General Provisions, Block 1.7, Completion Date, to read:
June 28, 2028
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$2,134,000
3. Modify Exhibit B, Amendment #3, Scope of Services, by replacing it in its entirety with Exhibit B, Amendment #4, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded with 100% Federal Funds:
 - 1.1 35% Federal Funds to Improve the Health of Americans Through Prevention and Management of Diabetes and Heart Disease, and Stroke; as awarded on May 13, 2021, by the Centers for Disease Control and Prevention (CDC), Prevention and Management of Diabetes and Heart Disease in NH, ALN 93.426, FAIN NU58DP006515; and as awarded on June 26, 2024, FAIN NU58DP007441.
 - 1.2 16% Federal Funds for Assistance Programs for Chronic Disease Prevention and Control, National Center for Chronic Disease Prevention and Health Promotion as awarded on April 9, 2021, by the CDC, New Hampshire Public Health Approaches to Addressing Arthritis, ALN 93.945, FAIN NU58DP006448; and as awarded on June 27, 2024, FAIN NU58DP007480.
 - 1.3 5% Federal Funds for Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations as awarded on May 10, 2021, by the CDC, New Hampshire Breast & Cervical Cancer, Comprehensive Cancer & Cancer Registry Programs, ALN 93.898, FAIN NU58DP006298; and as awarded on June 5, 2024, FAIN NU58DP007115.
 - 1.4 9% Federal Funds for Well-Integrated Screening and Evaluation for Women Across the Nation (WISEWOMAN) as awarded on June 28, 2021, by the CDC, New Hampshire WISEWOMAN, ALN 93.436, FAIN NU58DP006836; and as awarded on June 27, 2024, FAIN NU58DP007652.
 - 1.5 35% Federal Funds for A Strategic Approach to Advancing Health Equity for Priority Populations with or at Risk for Diabetes, as awarded on June 14, 2024, by the CDC, New Hampshire Diabetes, ALN 93.988, FAIN NU58DP007421.

5. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget through Exhibit C-26 Budget, Amendment #4. The Contractor shall:
 - 3.1. Meet the in-kind match of an amount equal to a minimum of 30% of the total funding in this contract, in compliance with the funding requirements listed in Section 1, above.
 - 3.2. Ensure the annual required match is in non-federal, non-Department related contributions either in cash, in-kind, or donated services or equipment related to directly carrying out project activities and goals in Exhibit B - Amendment #4, Scope of Services, and as approved by the Department.
 - 3.3. Submit bi-annual reports of itemized matching funds to the Department no later than December 15 and June 15, annually.
6. Modify Exhibit C, Payment Terms, Section 8, to read:
 8. The Contractor must provide the services in Exhibit B – Amendment #4, Scope of Services, in compliance with the funding requirements in Section 1, above.
 7. Modify Exhibit C-17, Budget – Amendment 3, by replacing it in its entirety with Exhibit C-17, Budget – Amendment 4, which is attached hereto and incorporated by reference herein.
 8. Modify Exhibit C-19, Budget – Amendment 3, by replacing it in its entirety with Exhibit C-19, Budget – Amendment 4, which is attached hereto and incorporated by reference herein.
 9. Modify Exhibit C-21, Budget – Amendment 3, by replacing it in its entirety with Exhibit C-21, Budget – Amendment 4, which is attached hereto and incorporated by reference herein.
 10. Modify Exhibit C-23, Budget – Amendment 3, by replacing it in its entirety with Exhibit C-23, Budget – Amendment 4, which is attached hereto and incorporated by reference herein.
 11. Add Exhibit C-24 Budget, Amendment 4, which is attached hereto and incorporated by reference herein.
 12. Add Exhibit C-25 Budget, Amendment 4, which is attached hereto and incorporated by reference herein.
 13. Add Exhibit C-26 Budget, Amendment 4, which is attached hereto and incorporated by reference herein.

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

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

State of New Hampshire
Department of Health and Human Services

2/25/2025

Date

DocuSigned by:
Iain Watt

Name: Iain Watt
Title: Director - DPHS

The Granite Young Men's Christian Association

2/21/2025

Date

Signed by:
Michele Shaepard

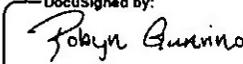
Name: Michele Shaepard
Title: CEO

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:


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
Heart Disease and Diabetes Community-Clinical Linkage Pilot
EXHIBIT B, Amendment #4**



Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide services in this agreement to individuals living with or at risk for chronic diseases.
- 1.2. The Contractor shall ensure services are available to counties Statewide.
- 1.3. For the purposes of this agreement, all references to days shall be calendar days.
- 1.4. The Contractor shall collaborate with public health departments, health care providers and community non-health care providers to ensure individuals living with chronic diseases have access to a variety of health intervention programs within their communities.
- 1.5. The Contractor shall develop and expand upon the existing Community-Clinical Linkages for referral to, and participation in, its Diabetes Prevention Program (DPP); Diabetes Self-Management Education and Support (DSMES); as well as community programs and resources to manage High Blood Pressure and High Cholesterol, including but not limited to, the Blood Pressure Self-Monitoring (BPSM) program.
- 1.6. The Contractor shall mentor its staff in New Hampshire (NH) and support startup of additional health intervention programs and/or branch locations statewide, including but not limited to;
 - 1.6.1. BPSM programs.
 - 1.6.2. DPP.
 - 1.6.3. DSMES programs.
 - 1.6.4. Health coaching for WISEWOMAN participants.
 - 1.6.5. Programs falling under the Granite YMCA umbrella hub that are outside of Granite YMCA locations.
- 1.7. The Contractor shall collaborate with community and clinical organizations to develop a Community-Clinical Linkage Action Plan that specifies activities and resources available to scale and sustain its health intervention programs, address gaps in services, and the needs of individuals within each county focusing on the Contractor's service areas. The Contractor shall:
 - 1.7.1. Specify objectives of the Community-Clinical Linkage Action Plan;
 - 1.7.2. Identify a lead agency responsible for each activity identified in the plan;
 - 1.7.3. Convene and collaborate with its facilities in NH to develop the plan and provide mentoring support and resources to facilities' staff as needed;

The Granite Young Men's Christian Association

Contractor Initials MS

**New Hampshire Department of Health and Human Services
Heart Disease and Diabetes Community-Clinical Linkage Pilot
EXHIBIT B, Amendment #4**



- 1.7.4. Include actions to increase awareness of intervention programs among health professionals, referrals from health systems, enrollment and retention in programs, and payer reimbursement for services;
 - 1.7.5. Include actions to collaborate with the Department to serve Medicaid members, including the new Diabetes Prevention Program benefit;
 - 1.7.6. Collaborate with the Department to determine evaluation metrics of the Community-Clinical Action Plan; and
 - 1.7.7. Set long-term goals through 2028 and update the action plan on an annual basis.
- 1.8. The Contractor shall update and submit the Community-Clinical Linkage Action Plan to the Department for review and approval within sixty (60) days of the effective date of this Contract Amendment #4, and annually thereafter through the end the contract completion date.
- 1.9. The Contractor shall implement the Department-approved Community-Clinical Linkage Action Plan to improve health outcomes for individuals with high blood pressure, high cholesterol, prediabetes, diabetes, and arthritis.
- 1.10. The Contractor shall provide implementation updates to the Department on a monthly basis.
- 1.11. The Contractor shall utilize strategies to implement the Community-Clinical Linkages Pilot Program, which include, but are not limited to:
- 1.11.1. Learning about the organizations and resources within the community and clinical sectors to implement evidence-based approaches, including:
 - 1.11.1.1. Qualitative methods including, but not limited to, key informant interviews and focus groups; and
 - 1.11.1.2. Quantitative methods including, but not limited to, surveys and Geographic Information Systems data.
 - 1.11.2. Identifying and engaging key stakeholders from community and clinical sectors, which may include, but are not limited to:
 - 1.11.2.1. Local pharmacies in non-health care settings.
 - 1.11.2.2. Employers.
 - 1.11.2.3. Prisons and jails.
 - 1.11.2.4. Faith-based organizations.
 - 1.11.2.5. Community centers.
 - 1.11.2.6. Volunteer organizations.
 - 1.11.2.7. Nonprofit organizations.

The Granite Young Men's Christian Association

Contractor Initials

Initial
MS

**New Hampshire Department of Health and Human Services
Heart Disease and Diabetes Community-Clinical Linkage Pilot
EXHIBIT B, Amendment #4**



- 1.11.2.8. Hospitals.
- 1.11.2.9. Federally Qualified Health Centers.
- 1.11.2.10. Rural clinics.
- 1.11.2.11. Oncologists.
- 1.11.2.12. Primary care physicians.
- 1.11.2.13. Insurance agencies including Medicaid.
- 1.11.2.14. Senior centers.
- 1.11.2.15. Parks and recreation programs.
- 1.11.3. Soliciting the opinions, interests, concerns, and priorities of diverse key stakeholders from both community and clinical sectors in order to:
 - 1.11.3.1. Ensure linkages are relevant and meaningful to stakeholders; and
 - 1.11.3.2. Develop consensus and support for the linkages.
- 1.11.4. Participating in Department-led evaluation of process and outcomes in order to understand what creates an effective linkage.
- 1.12. The Contractor shall complete all activities in the Action Plan to ensure successful linkages between community and clinical services to individuals with chronic health conditions, statewide.
- 1.13. The Contractor shall improve access to, and participation in, American Diabetes Association (ADA)-recognized / Association of Diabetes Care and Education Specialists (ADCES)-accredited DSMES programs and programs in underserved areas.
- 1.14. The Contractor shall assist health care organizations to implement a process to identify and refer individuals who have prediabetes to the Centers for Disease Control and Prevention (CDC)-recognized lifestyle change programs, which may include, but is not limited to, the DPP.
- 1.15. The Contractor shall implement a process to facilitate referrals orderly to health intervention programs for adults with and/or at risk of high blood pressure, high cholesterol, prediabetes, diabetes, and/or arthritis to improve health outcomes, which may include using the Department's closed loop referral solution to receive and make referrals, when it becomes available.
- 1.16. The Contractor shall serve as a partner to Health Care Providers to extend the goals of the clinical sector into community settings. The Contractor shall:
 - 1.16.1. Engage community partnerships to:
 - 1.16.1.1. Identify individuals at risk;
 - 1.16.1.2. Meet the specific needs of the individuals served; and

The Granite Young Men's Christian Association

Contractor Initials MS

**New Hampshire Department of Health and Human Services
Heart Disease and Diabetes Community-Clinical Linkage Pilot
EXHIBIT B, Amendment #4**



- 1.16.1.3. Reduce potential barriers to program enrollment, including partnering with social service organizations to link patients to resources that address Health Related Social Needs (HRSN).
- 1.17. The Contractor shall implement an integrated community approach involving partnerships and collaboration with and among clinicians, public health departments, schools and employers. The Contractor shall:
 - 1.17.1. Create and strengthen clinic-to-community linkages that enable health care providers to refer patients to evidence-based health intervention programs within the community;
 - 1.17.2. Provide diabetes prevention services that are available to members and non-members who are referred to the program through the network of community partners and referral sources.
- 1.18. The Contractor shall schedule meetings with potential stakeholders to:
 - 1.18.1. Provide education on the DPP, BPSM, AAEBIs and DSMES programs; and
 - 1.18.2. Discuss stakeholders' potential role within the Contractor's chronic disease programs.
- 1.19. The Contractor shall utilize best practices to conduct outreach to health care providers, which may include, but is not limited to:
 - 1.19.1. Physicians.
 - 1.19.2. Nurses.
 - 1.19.3. Physician Assistants.
 - 1.19.4. Nurse Practitioners.
 - 1.19.5. Diabetes Educators.
 - 1.19.6. Exercise physiologists including those practicing in cardiopulmonary rehabilitation.
 - 1.19.7. Dentists.
 - 1.19.8. Health Educators.
 - 1.19.9. Dietitians
 - 1.19.10. Pharmacists.
 - 1.19.11. Behavioral Specialists.
 - 1.19.12. Chiropractors.
 - 1.19.13. Patient Navigators.
 - 1.19.14. Acupuncturists.

The Granite Young Men's Christian Association

Contractor Initials MS

Date 2/21/2025

**New Hampshire Department of Health and Human Services
Heart Disease and Diabetes Community-Clinical Linkage Pilot
EXHIBIT B, Amendment #4**



- 1.19.15. Oncologists.
- 1.19.16. Cardiologists.
- 1.20. The Contractor shall train and provide information about health intervention programs to participating community partners for individuals who meet the qualification criteria for lifestyle change programs based on the screening tool or blood test. The Contractor shall:
 - 1.20.1. Provide health care providers with posters, flyers, and brochures to display in provider offices; and
 - 1.20.2. Attend health fairs to reach priority populations with health intervention program information.
- 1.21. The Contractor shall ensure take-a-ways at regularly-scheduled meetings with health care providers include, but are not limited to:
 - 1.21.1. The difference between diabetes prevention programs and diabetes management programs.
 - 1.21.2. The DPP diagnostic screening criteria for referring pre-diabetes patients into the program.
 - 1.21.3. The simplified referral process to minimize the burden on health care providers.
 - 1.21.4. The option to utilize a referral coordinator.
 - 1.21.5. The recommendation that providers formalize the partnership through an agreement, subcontract or Memorandum of Understanding (MOU).
 - 1.21.6. Encouraging the use of the Department's Closed Loop Referral Solution, when it becomes available.
- 1.22. The Contractor shall ensure health care provider referral practices include:
 - 1.22.1. Paper and electronic referral forms shared with referring patients;
 - 1.22.2. Instructions for patients; and
 - 1.22.3. A completed patient consent form that allows the provider to share patient contact information directly with the Contractor, in accordance with Exhibit K, DHHS Information Security Requirements, of this contract.
- 1.23. The Contractor shall collaborate with providers to determine if a retrospective data query and/or electronic medical record database is needed to:
 - 1.23.1. Identify patients who meet program qualification criteria; and
 - 1.23.2. Mail and/or email outreach materials to inform individuals of the DPP
- 1.24. The Contractor shall request health care providers include its DPP as a referral option in their electronic health record systems.

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- 1.25. The Contractor shall request providers who do not have an electronic health record system or cannot use the system for the purposes above, use pre-printed referral forms that require only a provider signature or stamp.
- 1.26. The Contractor shall ensure its referral system is HIPAA compliant, in accordance with Exhibit I, Health Insurance Portability and Accountability Act Business Associate Agreement, of this contract.
- 1.27. The Contractor shall determine the provider's preferred secure method of communication to transfer documentation, which may include, but is not limited to:
 - 1.27.1. Progress updates.
 - 1.27.2. Feedback on patients.
 - 1.27.3. Data requested by a provider.
- 1.28. The Contractor shall determine what the provider intends to do with the documentation, which may include, but is not limited to:
 - 1.28.1. Scan information into patients' records.
 - 1.28.2. Enter information into electronic health records.
- 1.29. The Contractor shall inform providers that:
 - 1.29.1. The participant enrollment process is ongoing with programs starting frequently; and
 - 1.29.2. The current schedule of programs is available by contacting the Contractor.
- 1.30. The Contractor shall determine what secure and HIPAA compliant data providers can share in accordance with Exhibits I and K of this contract.
- 1.31. The Contractor shall determine:
 - 1.31.1. Program fees;
 - 1.31.2. Availability of financial assistance;
 - 1.31.3. How patients qualify and enroll; and
 - 1.31.4. The types of ongoing communication that will be utilized with health care providers.
- 1.32. The Contractor shall maintain frequent and consistent communication with community providers to build community partner relationships, including through follow-up activities that include, but are not limited to, sending:
 - 1.32.1. Thank You notes, via mail or email.
 - 1.32.2. DPP and DSMES participant health care provider progress updates including aggregate data only, via email.

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- 1.32.3. Program updates, via email.
- 1.33. The Contractor shall provide current marketing materials to community providers.
- 1.34. The Contractor shall send email notices to community providers when the schedule of classes is updated.
- 1.35. The Contractor shall notify providers of the status of referrals, including, but not limited to, whether a patient is enrolled into the program, the class start date and class location information.
- 1.36. The Contractor shall invite health care providers who have referred patients to the program to participate on the Community Advisory Board.
- 1.37. The Contractor shall conduct outreach with community partners and participants to create awareness of the program and to promote the opportunities to participate in the program. The Contractor shall ensure outreach strategies include, but are not limited to:
 - 1.37.1. Publishing articles in local newspapers.
 - 1.37.2. Marketing on the Contractor's website.
 - 1.37.3. Sending letters to patients from health care providers.
 - 1.37.4. Conducting presentations at community health care providers.
- 1.38. The Contractor shall write and submit a Business Plan to the Department within sixty (60) days of the the effective date of this Contract Amendment #4, that includes:
 - 1.38.1. The targeted community partners and stakeholders;
 - 1.38.2. The methods of communication and outreach including the type and frequency of communication;
 - 1.38.3. The key activities to deliver the program; and
 - 1.38.4. A list of partner organizations, individuals, and systems which may include, but is not limited to:
 - 1.38.4.1. Technology platforms.
 - 1.38.4.2. Bi- Directional Referral Platform
 - 1.38.4.3. Third party billing agencies.
 - 1.38.4.4. Licensed health care providers.
 - 1.38.4.5. Members of the Community Advisory Board.
- 1.39. The Contractor shall implement programs statewide, through its "Y's Without Walls Initiative" to build capacity through staff training to refer and deliver evidence based programs.

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- 1.40. The Contractor shall ensure staff having substantial involvement in this project participate in weight stigma training annually, to be approved by the Department.
- 1.41. The Contractor shall conduct outreach to seniors to enroll in chronic disease prevention and management programs, which may include, but is not limited to the following programs:
 - 1.41.1. Medicare Diabetes Prevention Program.
 - 1.41.2. Diabetes Self-Management Education and Support (DSMES).
 - 1.41.3. Arthritis Appropriate Evidence-Based Interventions (AAEBI).
- 1.42. The Contractor shall assist healthcare organizations to implement a system that identifies and refers individuals who have arthritis to AAEBI for physical activity and self-management education.
- 1.43. The Contractor shall implement and expand selections of AAEBI-approved physical activity programs to build capacity through staff training for referral and delivery of programs that include, but not limited to:
 - 1.43.1. Arthritis Foundation Aquatic Program (AFAP);
 - 1.43.2. Active Living Everyday (ALED);
 - 1.43.3. Enhance Fitness (EF);
 - 1.43.4. Fit Strong;
 - 1.43.5. Walk With Ease (WWE) Group;
 - 1.43.6. Walk With Ease (WWE) Self-directed; and
 - 1.43.7. Tai Ji Quan: Moving for Better Balance.
- 1.44. The Contractor shall provide continuing education for physicians and healthcare teams listed in Subsection 1.19 to enhance community clinical linkages.
- 1.45. The Contractor shall expand all programming to WISEWOMAN participants, which includes but not limited to:
 - 1.45.1. DPP;
 - 1.45.2. BPSM;
 - 1.45.3. Walk with Ease;
 - 1.45.4. Enhance Fitness; and
 - 1.45.5. YUSA's Healthy Weight Loss Program.
- 1.46. The Contractor shall build new partnerships with health systems, statewide, in order to expand all programming to WISEWOMAN participants.

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- 1.47. The Contractor shall provide training and education on all current programs and referrals to the healthcare teams involved in the WISEWOMAN program.
- 1.48. The Contractor shall collaborate with healthcare organizations to increase bi-directional referral processes and systems to improve coordination of care.
- 1.49. The Contractor shall participate in monthly in-person, virtual and/or conference call meetings with the Department to review contract performance related to, but not limited to:
 - 1.49.1. Activities.
 - 1.49.2. Challenges.
 - 1.49.3. Progress.
 - 1.49.4. Evaluation updates such as enrollment numbers.
 - 1.49.5. Budget.
- 1.50. The Contractor shall work directly with the three Managed Care Organizations in the state of New Hampshire on working towards coverage for the DPP, BPSM, and DSMES.
- 1.51. The Contractor shall work directly with private insurance companies such as Cigna and Harvard Pilgrim to work towards achieving coverage for DPP, and BPSM.

2. Exhibits Incorporated

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

3. Reporting Requirements

- 3.1. The Contractor shall submit monthly reports to the Department no later than the last day of the following month that ensure recruitment, referral and enrollment into the chronic disease programs, which include, but are not limited to:
 - 3.1.1. A brief narrative of the work and activities performed during the prior month.

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- 3.1.2. A summary of work and activity plans for the upcoming quarter, approved by the Department, including, but not limited to:
 - 3.1.2.1. Challenges and/or barriers to completing requirements.
 - 3.1.2.2. Documented achievements.
 - 3.1.2.3. Progress towards meeting the performance measures.
- 3.2. The Contractor shall submit an updated Work Plan including the baseline and target numbers for the performance indicators in Section 4, Performance Measures, to the Department within sixty (60) days of the effective date of this Contract Amendment #4.
- 3.3. The Contractor shall submit Quarterly Outcome Reports including aggregate data only for each Performance Indicator in Section 4, Performance Measures, to the Department no later than thirty (30) days after each quarter-end date.
- 3.4. The Contractor shall submit an Annual Evaluation Report and updated Work Plan to the Department no later than thirty (30) days prior to each State Fiscal Year end date that must include, but is not limited to:
 - 3.4.1. Total number of participants enrolled in all chronic disease programs as a result of clinical and in-house referrals.
 - 3.4.2. Aggregate data demonstrating each program's success that may include, but is not limited to:
 - 3.4.2.1. Participant weight loss.
 - 3.4.2.2. Program attendance.
 - 3.4.2.3. Participant retention rate.
 - 3.4.2.4. Documentation verifying ongoing CDC recognition for the DPP.
 - 3.4.2.5. Documentation verifying DSMES accreditation through ADCES.
- 3.5. The Contractor shall submit a Final Evaluation Report to the Department no later than May 31, 2028, that includes, but is not limited to:
 - 3.5.1. The aggregate data specified in Subsection 3.4, above.
 - 3.5.2. Enrollment numbers for each chronic disease program.
 - 3.5.3. Program completion rates.

4. Performance Measures

- 4.1. The Contractor shall submit the baseline, target, and actual performance indicators to the Department on an annual basis no later than thirty (30) days after each State Fiscal Year end date, for the Department to measure Contracted services. Performance indicators include:

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- 4.1.1. DSMES programs
 - 4.1.1.1. Number of new accredited/recognized DSMES programs or locations;
 - 4.1.1.2. Number of DSMES encounters and completers; and
 - 4.1.1.3. Number of DSMES participants that engage in health intervention programs for diabetes support.
- 4.1.2. DPP programs
 - 4.1.2.1. Number of DPP enrollees and completers;
 - 4.1.2.2. Number of BPSM enrollees and completers; and
 - 4.1.2.3. Number of new startups mentored offering DPP.
- 4.1.3. BPSM programs
 - 4.1.3.1. Number of new BPSM programs; and
 - 4.1.3.2. Number of healthcare professionals trained to refer to health intervention programs.
- 4.1.4. AAEBI programs
 - 4.1.4.1. Number of new staff trained to deliver AAEBI programs;
 - 4.1.4.2. Number and type of new AAEBI programs offered; and
 - 4.1.4.3. Number of participants attending AAEBI programs.
- 4.1.5. WISEWOMAN programs
 - 4.1.5.1. Number of WISEWOMAN participants enrolled in health intervention programs, by program;
 - 4.1.5.2. Number of WISEWOMAN participants enrolled as a member and their usage;
 - 4.1.5.3. Number of WISEWOMAN participants enrolled and completing health coaching;
 - 4.1.5.4. Source (such as healthcare provider) of referrals for each health intervention program; and
 - 4.1.5.5. Name and number of health intervention programs reimbursed by payers.
- 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.

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- 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

5.2. Culturally and Linguistically Appropriate Services (CLAS)

- 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

5.3. Credits and Copyright Ownership

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

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

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

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

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

6. Records

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

6.2. During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and

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

Exhibit C-17 Budget, Amendment 4

New Hampshire Department of Health and Human Services		
Complete one budget form for each budget period.		
Contractor Name: <u>The Granite Young Men's Christian Association</u>		
Budget Request for: <u>Heart Disease</u>		
Budget Period <u>July 1, 2024-June 30, 2025</u>		
Indirect Cost Rate (if applicable) <u>0.00%</u>		
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$25,000	\$7,500
2. Fringe Benefits	\$800	\$0
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$2,200	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communications	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0
Stipend for Exeter	\$10,000	
Other (please specify) Stipend Nashua	\$5,000	\$0
Other (please specify) Program Support	\$85,000	\$0
32 memberships	\$0	\$37,500
Other (please specify)	\$22,000	\$0
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$150,000	\$45,000
Total Indirect Costs	\$0	\$0
TOTAL	\$150,000	\$45,000

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Exhibit C-19 Budget, Amendment 4

New Hampshire Department of Health and Human Services
 Complete one budget form for each budget period.
 Contractor Name: The Granite Young Men's Christian Association
 Budget Request for: Diabetes
 Budget Period July 1, 2024-June 30, 2025
 Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$25,000	\$7,500
2. Fringe Benefits	\$800	\$0
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$2,200	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communications	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0
8. (c) memberships 24 -1 year, or - 6 months)		
<i>Stipend Nashua</i>	\$5,000	\$0
<i>Stipend Exeter</i>	\$5,000	\$0
<i>stipend keene and plaistow</i>	\$10,000	\$7,500
<i>Other program support TGY</i>	\$77,000	\$22,500
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$125,000	\$37,500
Total Indirect Costs	\$0	\$0
TOTAL	\$125,000	\$37,500

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Exhibit C-21 Budget, Amendment 4

New Hampshire Department of Health and Human Services
 Complete one budget form for each budget period.
Contractor Name: The Granite Young Men's Christian Association
Budget Request for: Arthritis
Budget Period: July 1, 2024-June 30, 2025
Indirect Cost Rate (if applicable): 0.00%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$25,000	\$7,500
	\$0	
2. Fringe Benefits	\$800	\$0
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communications	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)		
Nashua Stipend Arthritis	\$5,000	\$0
Other (please specify)	\$54,200	\$0
Other Memberships	\$0	\$7,500
memberships - 11- 1 year, 22 at 6 months	\$0	\$10,500
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$85,000	\$25,500
Total Indirect Costs	\$0	\$0
TOTAL	\$85,000	\$25,500

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Exhibit C-23 Budget, Amendment 4

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>The Granite Young Men's Christian Association</u> Budget Request for: <u>Wisewoman</u> Budget Period <u>July 1, 2024-June 30, 2025</u> Indirect Cost Rate (if applicable) <u>0.00%</u>		
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$0	\$3,000
2. Fringe Benefits	\$0	\$0
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$5,000	\$0
8. (a) Other - Marketing/ Communications	\$0	\$3,000
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)		
<i>stipend Exeter</i>	\$5,000	\$0
<i>memberships</i>	\$5,000	\$0
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify)</i>	\$15,000	\$6,000
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$30,000	\$12,000
Total Indirect Costs	\$0	\$0
TOTAL	\$30,000	\$12,000

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Exhibit C-24 Budget, Amendment 4

New Hampshire Department of Health and Human Services										
Contractor Name: <i>The Granite Young Men's Christian Association</i>										
Heart Disease and Diabetes Community and										
Program: Clinical Linkage Pilot										
Budget Request for: <i>July 1, 2025 through June 30, 2026 (SFY 26)</i>										
Indirect Cost Rate (if applicable) 0.00%										
Line Item	HEART Program Cost - Funded by DHHS - SFY 26	HEART Program Cost - Contractor Share/ Match - SFY 26	Diabetes Program Cost - Funded by DHHS - SFY 26	Diabetes Program Cost - Contractor Share/ Match - SFY 26	Arthritis Program Cost - Funded by DHHS - SFY 26	Arthritis Program Cost - Contractor Share/ Match - SFY 26	Wisewoman Program Cost - Funded by DHHS - SFY 26	Wisewoman Program Cost - Contractor Share/ Match - SFY 26	Cancer Program Cost - Funded by DHHS - SFY 26	Cancer Program Cost - Contractor Share/ Match - SFY 26
1. Salary & Wages	\$26,901	\$0	\$26,901	\$0	\$26,901	\$0	\$0	\$0	\$0	\$0
2. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3. Consultants	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
4. Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
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	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(e) Supplies - Office	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7. Software	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Program Support	\$23,099	\$0	\$23,099	\$0	\$23,099	\$0	\$30,000	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other - MATCH with Granite YMCA Membership	\$0	\$15,000	\$0	\$15,000	\$0	\$15,000	\$0	\$9,000	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other (please specify)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$50,000	\$15,000	\$50,000	\$15,000	\$50,000	\$15,000	\$30,000	\$9,000	\$0	\$0
Total Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotals	\$50,000	\$15,000	\$50,000	\$15,000	\$50,000	\$15,000	\$30,000	\$9,000	\$0	\$0
Cost Funded by DHHS TOTAL										\$ 180,000.00
Match TOTAL										\$ 54,000.00

Exhibit C-25 Budget, Amendment 4

New Hampshire Department of Health and Human Services										
Contractor Name: <i>The Granite Young Men's Christian Association</i>										
Heart Disease and Diabetes Community and										
Program: Clinical Linkage Pilot										
Budget Request for: <i>July 1, 2026 through June 30, 2027 (SFY 27)</i>										
Indirect Cost Rate (if applicable): 0.00%										
Line Item	HEART Program Cost - Funded by DHHS - SFY 27	HEART Program Cost - Contractor Share/ Match - SFY 27	Diabetes Program Cost - Funded by DHHS - SFY 27	Diabetes Program Cost - Contractor Share/ Match - SFY 27	Arthritis Program Cost - Funded by DHHS - SFY 27	Arthritis Program Cost - Contractor Share/ Match - SFY 27	Wisewoman Program Cost - Funded by DHHS - SFY 27	Wisewoman Program Cost - Contractor Share/ Match - SFY 27	Cancer Program Cost - Funded by DHHS - SFY 27	Cancer Program Cost - Contractor Share/ Match - SFY 27
1. Salary & Wages	\$26,901	\$0	\$26,901	\$0	\$26,901	\$0	\$0	\$0	\$0	\$0
2. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3. Consultants	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$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	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(e) Supplies - Office	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7. Software	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Other Program Support</i>	\$23,099	\$0	\$23,099	\$0	\$23,099	\$0	\$30,000	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Other - MATCH with Granite YMCA Membership</i>	\$0	\$15,000	\$0	\$15,000	\$0	\$15,000	\$0	\$9,000	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$50,000	\$15,000	\$50,000	\$15,000	\$50,000	\$15,000	\$30,000	\$9,000	\$0	\$0
Total Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotals	\$50,000	\$15,000	\$50,000	\$15,000	\$50,000	\$15,000	\$30,000	\$9,000	\$0	\$0
Cost Funded by DHHS TOTAL										\$ 180,000.00
Match TOTAL										\$ 54,000.00

Exhibit C-26 Budget, Amendment 4

New Hampshire Department of Health and Human Services										
Contractor Name: <i>The Granite Young Men's Christian Association</i>										
Heart Disease and Diabetes Community and										
Program: Clinical Linkage Pilot										
Budget Request for: <i>July 1, 2027 through June 30, 2028 (SFY 28)</i>										
Indirect Cost Rate (if applicable) 0.00%										
Line Item	HEART Program Cost - Funded by DHHS - SFY 28	HEART Program Cost - Contractor Share/ Match - SFY 28	Diabetes Program Cost - Funded by DHHS - SFY 28	Diabetes Program Cost - Contractor Share/ Match - SFY 28	Arthritis Program Cost - Funded by DHHS - SFY 28	Arthritis Program Cost - Contractor Share/ Match - SFY 28	Wisewoman Program Cost - Funded by DHHS - SFY 28	Wisewoman Program Cost - Contractor Share/ Match - SFY 28	Cancer Program Cost - Funded by DHHS - SFY 28	Cancer Program Cost - Contractor Share/ Match - SFY 28
1. Salary & Wages	\$26,901	\$0	\$26,901	\$0	\$26,901	\$0	\$0	\$0	\$0	\$0
2. Fringe Benefits	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
3. Consultants	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$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	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
5.(e) Supplies - Office	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
6. Travel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
7. Software	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8. (a) Other - Marketing/Communications	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8. (b) Other - Education and Training	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
8. (c) Other - Other (specify below)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Other (please specify)</i>	\$23,099	\$0	\$23,099	\$0	\$23,099	\$0	\$30,000	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$15,000	\$0	\$15,000	\$0	\$15,000	\$0	\$9,000	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
9. Subrecipient Contracts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$50,000	\$15,000	\$50,000	\$15,000	\$50,000	\$15,000	\$30,000	\$9,000	\$0	\$0
Total Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotals	\$50,000	\$15,000	\$50,000	\$15,000	\$50,000	\$15,000	\$30,000	\$9,000	\$0	\$0
Cost Funded by DHHS TOTAL										\$ 180,000.00
Match TOTAL										\$ 54,000.00

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

Business ID: 61724

Certificate Number: 0006225517



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of May A.D. 2023.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, **Jeremy Walker, Chief Volunteer Officer**, hereby certify that:

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

1. I am a duly elected Clerk/Secretary/Officer of **The Granite YMCA**.

(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on **February 18, 2025** at which a quorum of the Directors/shareholders were present and voting.

(Date)

VOTED: That **Michele Sheppard, CEO** (may list more than one person)

(Name and Title of Contract Signatory)

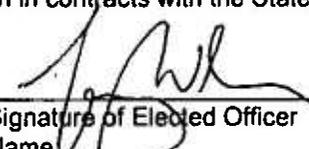
is duly authorized on behalf of **The Granite YMCA** to enter into contracts or agreements with the State

(Name of Corporation/ LLC)

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

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

Dated: **February 18, 2025**


Signature of Elected Officer

Name

Title:

Client#: 502000

GRANIYMC

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2024

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: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME: Linda Jaeger, CIC. PHONE: 855 874-0123. FAX: (A/C, No, Ext):. E-MAIL ADDRESS: linda.jaeger@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Indemnity Insurance Co. NAIC #: 18058. 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: COMMERCIAL GENERAL LIABILITY (PHPK2557788), AUTOMOBILE LIABILITY (PHPK2557791), UMBRELLA LIAB (PHUB865168), WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (P02200HCHS2025), and Professional Liability (PHPK2557788).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **Maine Workers Compensation**-Policy#: 1810126205;Term: 09/06/2024 to 09/06/2025;Insurer:Maine Employers Mutual Ins Co.; LIMITS: Each Accident Limit: \$500,000/ Policy Limit: \$500,000/ Each Employee Limit:\$500,000

Additional Insured Status is provided only when required by a written contract.

CERTIFICATE HOLDER: State of NH, Dept., 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: [Signature]

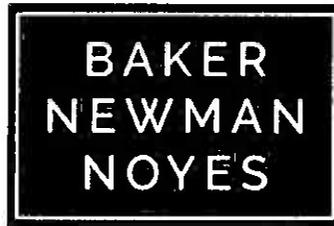
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**The Granite YMCA
Mission Statement**

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

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



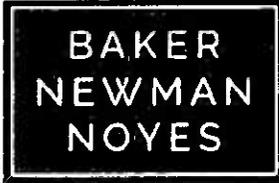
The Granite YMCA

Financial Statements

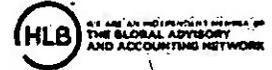
*For the Year Ended May 31, 2024 With Comparative
Information for the Year Ended May 31, 2023
With Independent Auditors' Report*

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com





Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnn CPA.com



INDEPENDENT AUDITORS' REPORT

The Board of Trustees
The Granite YMCA

Opinion

We have audited the financial statements of The Granite YMCA (the YMCA), which comprise the statements of financial position as of May 31, 2024 and 2023, the related statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the YMCA as of May 31, 2024 and 2023, and the results of its operations, changes in its net assets, its functional expenses, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the YMCA and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the YMCA's ability to continue as a going concern within one year after the date that the financial statements are issued or available to be issued.

The Board of Trustees
The Granite YMCA

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the YMCA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the YMCA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Baker Newman & Noyes LLC

Manchester, New Hampshire
September 30, 2024

THE GRANITE YMCA

STATEMENTS OF FINANCIAL POSITION

May 31, 2024 and 2023

ASSETS

	<u>2024</u>	<u>2023</u>
Current assets:		
Cash and cash equivalents	\$ 2,932,032	\$ 3,841,945
Restricted cash	154,473	49,653
Accounts receivable	340,601	442,466
Pledges receivable	124,803	111,388
Prepaid expenses	<u>314,045</u>	<u>215,330</u>
Total current assets	3,865,954	4,660,782
Property, plant and equipment	23,871,491	21,975,923
Other assets:		
Investments	15,444,687	16,958,253
Pledges receivable, less current portion	24,918	83,098
Cash surrender value of life insurance policy	25,246	23,658
Beneficial interest in trusts	2,969,634	2,691,644
Operating lease right-of-use assets	<u>797,343</u>	<u>1,037,830</u>
Total other assets	19,261,828	20,794,483
Total assets	<u>\$46,999,273</u>	<u>\$47,431,188</u>

LIABILITIES AND NET ASSETS

	<u>2024</u>	<u>2023</u>
Current liabilities:		
Current portion of long-term debt	\$ 466,048	\$ 463,912
Current portion of operating lease liabilities	236,535	231,417
Accounts payable	552,646	940,696
Accrued expenses	828,588	549,536
Deferred revenue	3,543,965	3,869,225
Grant obligation	<u>523,930</u>	<u>566,030</u>
Total current liabilities	6,151,712	6,620,816
Long-term debt, net of current portion	3,535,387	3,517,781
Operating lease liabilities, net of current portion	<u>581,417</u>	<u>817,952</u>
Total liabilities	10,268,516	10,956,549
Net assets:		
Without donor restrictions:		
Undesignated	20,982,687	21,957,311
Board-designated	<u>3,500,780</u>	<u>3,077,803</u>
Total net assets without donor restrictions	24,483,467	25,035,114
With donor restrictions:		
Restricted by purpose or time	5,809,765	5,014,850
Restricted in perpetuity	<u>6,437,525</u>	<u>6,424,675</u>
Total net assets with donor restrictions	12,247,290	11,439,525
Total net assets	<u>36,730,757</u>	<u>36,474,639</u>
Total liabilities and net assets	<u>\$46,999,273</u>	<u>\$47,431,188</u>

See accompanying notes.

THE GRANITE YMCA

STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS

For the Years Ended May 31, 2024 and 2023

	2024			2023		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Operating activities:						
Public support:						
Annual campaign income	\$ 757,442	\$ 123,887	\$ 881,329	\$ 524,977	\$ 26,457	\$ 551,434
Government subsidies	1,471,713	—	1,471,713	1,733,431	843,775	2,577,206
Grant income	258,249	50,000	308,249	359,367	84,000	443,367
In-kind contributions	6,156	—	6,156	60,281	—	60,281
United Way allocation	46,814	37,500	84,314	92,498	25,500	117,998
Net assets released from restrictions	942,372	(942,372)	—	2,742,649	(2,742,649)	—
Total public support	3,482,746	(730,985)	2,751,761	5,513,203	(1,762,917)	3,750,286
Revenue:						
Program and camp fees	16,812,771	87,664	16,900,435	15,273,777	63,621	15,337,398
Membership dues	6,112,360	—	6,112,360	5,037,964	—	5,037,964
Less financial assistance	(1,637,761)	—	(1,637,761)	(1,508,908)	—	(1,508,908)
Net program, camp fees and membership dues	21,287,370	87,664	21,375,034	18,802,833	63,621	18,866,454
Merchandise sales	180,833	24,419	205,252	155,595	26,499	182,094
Rental income	215,884	—	215,884	214,214	—	214,214
Investment income, endowment appropriation	—	765,262	765,262	—	303,091	303,091
Total revenue	21,684,087	877,345	22,561,432	19,172,642	393,211	19,565,853
Total public support and revenue	25,166,833	146,360	25,313,193	24,685,845	(1,369,706)	23,316,139
Expenses:						
Program services:						
Youth development	18,790,885	—	18,790,885	16,874,090	—	16,874,090
Healthy living	4,226,921	—	4,226,921	3,979,896	—	3,979,896
Social responsibility	999,675	—	999,675	1,094,956	—	1,094,956
Total program services	24,017,481	—	24,017,481	21,948,942	—	21,948,942

THE GRANITE YMCA

STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

For the Years Ended May 31, 2024 and 2023

	2024			2023		
	Without Donor Restrictions	With Donor Restrictions	Total	Without Donor Restrictions	With Donor Restrictions	Total
Expenses (continued)						
Supporting services:						
Fundraising	\$ 529,527	\$ 4,407	\$ 533,934	\$ 443,935	\$ -	\$ 443,935
Management	<u>3,192,459</u>	<u>(6,395)</u>	<u>3,186,064</u>	<u>1,256,551</u>	<u>14,425</u>	<u>1,270,976</u>
Total supporting services	<u>3,721,986</u>	<u>(1,988)</u>	<u>3,719,998</u>	<u>1,700,486</u>	<u>14,425</u>	<u>1,714,911</u>
Total expenses	<u>27,739,467</u>	<u>(1,988)</u>	<u>27,737,479</u>	<u>23,649,428</u>	<u>14,425</u>	<u>23,663,853</u>
(Loss) income from operations	(2,572,634)	148,348	(2,424,286)	1,036,417	(1,384,131)	(347,714)
Nonoperating activities:						
Contributions for capital assets	-	1,130	1,130	-	99,848	99,848
Contributions for endowment	14,275	12,850	27,125	-	23,136	23,136
Investment income (loss), net of endowment appropriation	1,061,703	361,462	1,423,165	(39,522)	(342,247)	(381,769)
Change in beneficial interest in trust	-	283,975	283,975	-	369,336	369,336
Change in fair value of interest rate swap agreement	-	-	-	60,192	-	60,192
Other	<u>18,675</u>	<u>-</u>	<u>18,675</u>	<u>35,083</u>	<u>-</u>	<u>35,083</u>
Total nonoperating activities	<u>1,094,653</u>	<u>659,417</u>	<u>1,754,070</u>	<u>55,753</u>	<u>150,073</u>	<u>205,826</u>
Change in net assets before acquisition	(1,477,981)	807,765	(670,216)	1,092,170	(1,234,058)	(141,888)
Contributions of net assets from acquisition – see Note 19	<u>926,334</u>	<u>-</u>	<u>926,334</u>	<u>-</u>	<u>-</u>	<u>-</u>
Change in net assets	(551,647)	807,765	256,118	1,092,170	(1,234,058)	(141,888)
Net assets beginning of year	<u>25,035,114</u>	<u>11,439,525</u>	<u>36,474,639</u>	<u>23,942,944</u>	<u>12,673,583</u>	<u>36,616,527</u>
Net assets end of year	<u>\$24,483,467</u>	<u>\$12,247,290</u>	<u>\$36,730,757</u>	<u>\$25,035,114</u>	<u>\$11,439,525</u>	<u>\$36,474,639</u>

See accompanying notes.

THE GRANITE YMCA

STATEMENTS OF FUNCTIONAL EXPENSES

For the Year Ended May 31, 2024
(With Comparative Totals for the Year Ended May 31, 2023)

	2024							2023	
	Youth Development	Healthy Living	Social Respon- sibility	Total Program Services	Manage- ment	Fund- raising	Total Support Services	Total	Total
Expenses:									
Salaries	\$10,572,378	\$2,227,732	\$ 505,446	\$13,305,556	\$1,812,403	\$ 367,486	\$2,179,889	\$15,485,445	\$12,902,982
Benefits	1,124,064	229,909	59,336	1,413,309	200,425	53,985	254,410	1,667,719	1,440,172
Payroll taxes	<u>967,118</u>	<u>206,873</u>	<u>44,839</u>	<u>1,218,830</u>	<u>140,015</u>	<u>27,134</u>	<u>167,149</u>	<u>1,385,979</u>	<u>1,165,055</u>
Total salaries and related expenses	12,663,560	2,664,514	609,621	15,937,695	2,152,843	448,605	2,601,448	18,539,143	15,508,209
Legal and audit	67,704	22,192	7,523	97,419	53,035	3,463	56,498	153,917	68,409
Contract services	531,236	26,261	-	557,497	285,044	8,689	293,733	851,230	832,704
Information technology	164,018	53,810	18,160	235,988	128,028	8,360	136,388	372,376	286,228
Supplies	738,698	85,912	208,236	1,032,846	84,564	9,520	94,084	1,126,930	1,222,788
Telephone and postage	117,999	24,392	75	142,466	22,843	2,140	24,983	167,449	157,767
Occupancy	2,123,250	719,967	92,001	2,935,218	220,206	16,361	236,567	3,171,785	2,821,632
Interest	129,712	38,807	-	168,519	3,051	70	3,121	171,640	161,188
Insurance	253,483	58,190	16,127	327,800	17,595	405	18,000	345,800	239,397
Promotion and printing	208,512	57,900	-	266,412	12,242	1,598	13,840	280,252	244,711
Transportation	101,033	-	2,109	103,142	-	-	-	103,142	110,607
Conferences and training	114,711	46,140	8,460	169,311	105,878	20,183	126,061	295,372	209,239
Fair share dues	237,014	16,321	7,308	260,643	968	526	1494	262,137	215,538
Dues	14,565	8,655	-	23,220	22,379	3,568	25,947	49,167	34,826
Fundraising expense	474	95	-	569	-	9,333	9,333	9,902	17,433
Merchandise for resale	117,601	4,281	-	121,882	-	-	-	121,882	83,308
Provision for bad debt	<u>83,189</u>	<u>13,753</u>	<u>55</u>	<u>96,997</u>	<u>(6,285)</u>	<u>1,113</u>	<u>(5,172)</u>	<u>91,825</u>	<u>48,330</u>
Total expenses before depreciation and amortization	17,666,759	3,841,190	969,675	22,477,624	3,102,391	533,934	3,636,325	26,113,949	22,262,314
Depreciation and amortization	<u>1,124,126</u>	<u>385,731</u>	<u>30,000</u>	<u>1,539,857</u>	<u>83,673</u>	<u>-</u>	<u>83,673</u>	<u>1,623,530</u>	<u>1,401,539</u>
Total expenses	<u>\$18,790,885</u>	<u>\$4,226,921</u>	<u>\$ 999,675</u>	<u>\$24,017,481</u>	<u>\$3,186,064</u>	<u>\$ 533,934</u>	<u>\$3,719,998</u>	<u>\$27,737,479</u>	<u>\$23,663,853</u>

See accompanying notes.

THE GRANITE YMCA

STATEMENTS OF CASH FLOWS

Years Ended May 31, 2024 and 2023

	<u>2024</u>	<u>2023</u>
Cash flows from operating activities:		
Change in net assets	\$ 256,118	\$ (141,888)
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities:		
Contribution of net assets from acquisition	(926,334)	-
Noncash lease expense	9,070	11,539
Depreciation and amortization	1,612,725	1,390,734
Net realized and unrealized (gain) loss on investments	(1,880,111)	493,421
Change in fair value of interest rate swap agreement	-	(92,192)
Change in fair value of beneficial interest in trusts, including distributions	(277,990)	(369,336)
Contributions restricted for endowment and capital assets	(13,980)	(122,984)
Amortization of debt issuance costs	10,805	10,805
Forgiveness of grant obligations	(42,100)	(42,100)
Change in operating assets and liabilities:		
Accounts receivable	108,215	(47,522)
Prepaid expenses	(98,715)	22,544
Pledges receivable	44,765	166,219
Accounts payable and accrued expenses	57,531	400,865
Deferred revenue	<u>(332,345)</u>	<u>503,505</u>
Net cash (used) provided by operating activities	(1,472,346)	2,183,610
Cash flows from investing activities:		
Purchases of investments	(5,309,351)	(8,237,608)
Proceeds from sale of investments	8,703,028	5,518,491
Purchases of property and equipment	(2,290,499)	(3,025,755)
Cash change related to acquisition	32,984	-
Change in surrender value of life insurance policy	<u>(1,588)</u>	<u>(1,488)</u>
Net cash provided (used) by investing activities	1,134,574	(5,746,360)
Cash flows from financing activities:		
Restricted contributions for endowment and capital assets	13,980	122,984
Payments on long-term debt	<u>(481,301)</u>	<u>(496,010)</u>
Net cash used by financing activities	<u>(467,321)</u>	<u>(373,026)</u>
Net change in cash, cash equivalents and restricted cash	(805,093)	(3,935,776)
Cash, cash equivalents and restricted cash, beginning of year	<u>3,891,598</u>	<u>7,827,374</u>
Cash, cash equivalents and restricted cash, end of year	<u>\$ 3,086,505</u>	<u>\$ 3,891,598</u>

THE GRANITE YMCA

STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended May 31, 2024 and 2023

	<u>2024</u>	<u>2023</u>
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	\$ <u>171,640</u>	\$ <u>161,188</u>
Noncash investing and financing activities:		
Property and equipment purchases financed by accounts payable	\$ <u>—</u>	\$ <u>248,606</u>
Property and equipment purchases financed by notes payable	\$ <u>99,500</u>	\$ <u>—</u>
Right-of-use assets and operating lease liabilities recorded upon adoption of ASC 842	\$ <u>N/A</u>	\$ <u>510,978</u>
Right-of-use assets obtained in exchange for new operating lease liabilities	\$ <u>—</u>	\$ <u>750,075</u>

Certain assets and liabilities were acquired and recorded at their estimated fair values as a result of the acquisition described in Note 19.

See accompanying notes.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

1. Nature of Organization

Organization

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

Branches of The Granite YMCA include the YMCA of Downtown Manchester, Concord Family YMCA, YMCA Allard Center in Goffstown, YMCA of Strafford County in Rochester, YMCA of Greater Londonderry, YMCA of the Seacoast in Portsmouth, YMCA Camping Services, which include Camp Foss and Camp Mi-Te-Na and Concord Family YMCA in Concord, New Hampshire. Subsequent to year end, the Board of Trustees (the Board) voted to merge the Strafford County YMCA with member and program services moved to the YMCA's Somersworth and Portsmouth branches. As of the date of issuance of these financial statements, the YMCA is reviewing various options for the Strafford building, but no definitive decisions have been made.

Effective June 1, 2023, the YMCA acquired the Somersworth Early Learning Center (SELIC) as further described in Note 19.

Program Activities

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

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

1. Description of Organization (Continued)

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

As part of its mission, the YMCA's programs are accessible, affordable and open to all faiths, backgrounds, abilities and income levels. The YMCA provides financial assistance to people who otherwise may not have been able to afford to participate.

Supporting services consist of the following:

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

2. Summary of Significant Accounting Policies

Basis of Accounting

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

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

2. Summary of Significant Accounting Policies (Continued)

Use of Estimates

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

Cash and Cash Equivalents

The YMCA considers all liquid investments with original maturities of three months or less to be cash equivalents. Cash allocated to the investment portfolio as part of the YMCA's investment strategy is reported as investments. The YMCA maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The YMCA has not experienced any losses in such accounts and believes it is not exposed to any significant risk on these accounts.

Cash, cash equivalents and restricted cash reported in the statements of cash flows consisted of the following at May 31:

	<u>2024</u>	<u>2023</u>
Cash and cash equivalents	\$2,932,032	\$3,841,945
Restricted cash	<u>154,473</u>	<u>49,653</u>
	<u>\$3,086,505</u>	<u>\$3,891,598</u>

Restricted cash represents amounts held for the repayment of long-term debt and certain donor-restricted contributions.

Accounts Receivable

Accounts receivable are reported at the amounts management expects to collect on outstanding balances at the end of the year due for services and programs. Accounts receivables are generally collected within 30 days. Management determines collectability by regularly evaluating individual receivables. Receivables are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded as revenue when received. The YMCA does not accrue interest on unpaid accounts receivable. The allowance for uncollectible accounts receivable was not significant at May 31, 2024 or 2023. Accounts receivable as of May 31, 2024, 2023 and 2022 were \$340,601, \$442,466 and \$394,944, respectively.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

2. Summary of Significant Accounting Policies (Continued)

Contributions and Pledges

The YMCA records unconditional promises to give (pledges) as receivables and contributions within the appropriate net asset category based on the existence or absence of donor-imposed restrictions. A conditional promise to give is a contribution with a measurable performance or other barrier and a right to return. The YMCA recognizes conditional promises to give when the measurable performance or barrier imposed by the donor are substantially met or explicitly waived by the donor. Pledges receivable are recognized as revenue when the unconditional promise to give is made and are recorded at the net present value of estimated future cash flows. The YMCA estimates the allowance for uncollectible pledges based on specific review, current economic conditions and historical loss factors, as applicable.

Investments

Investments are reported at fair value in the accompanying statements of financial position. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in nonoperating activities in the accompanying statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation. See Note 5 for fair value measurement disclosures for investments.

Property, Plant and Equipment

Investment in property, plant and equipment is stated at cost, less accumulated depreciation, or at fair value if donated. Fixed assets obtained by the YMCA as a result of acquisitions are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity. Major additions and improvements in excess of \$5,000 are capitalized, while ordinary maintenance and repairs are charged to expense as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 3 to 40 years. The cost and accumulated depreciation of assets sold or retired are removed from the accounts, and any gains or losses are reflected in the statements of activities and changes in net assets.

The carrying values of property, plant and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in fiscal years 2024 or 2023.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

2. Summary of Significant Accounting Policies (Continued)

Deferred Revenue

Membership dues and program and camp fees that are designated for or related to future years' activities are deferred and recognized as revenue in the period in which they apply. For the fiscal years ended May 31, 2024, 2023 and 2022 deferred revenue was \$3,543,965, \$3,869,225 and \$3,365,720, respectively.

Beneficial Interest in Trusts

The YMCA is the beneficiary of certain trusts held and administered by others as further discussed in Note 7. The interest in the trusts is recorded at fair value and such amount is included in net assets with donor restrictions, with any resulting gains or losses reported as donor restricted investment income/loss.

Net Assets

In accordance with GAAP, the YMCA is required to report information regarding its financial position and activities according to the following net asset classifications:

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

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

Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are recognized as revenue when the assets are placed in service. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), restricted net assets are reclassified as net assets without donor restrictions and reported in the statements of activities and changes in net assets as either net assets released from restrictions for operations (for noncapital-related items) or net assets released from restrictions for capital-related items.

Debt Issuance Costs

Costs associated with the issuance of debt are initially capitalized and amortized to interest expense over the respective life of the related obligation. The unamortized portion of debt issuance costs is presented as a component of debt.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

2. Summary of Significant Accounting Policies (Continued)

Derivative Financial Instruments

Derivative financial instruments are recognized as either assets or liabilities at their fair value on the statements of financial position, with the changes in the fair value reported in nonoperating activities in the statements of activities and changes in net assets. As discussed in Note 11, the YMCA terminated its interest rate swap agreement during fiscal year 2023.

Operating Activities

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

Revenue Recognition

The YMCA has multiple revenue streams that are accounted for as reciprocal exchange transactions, including membership and program and camp fees, residence program and related services, and government contract revenues. The YMCA recognizes revenue from exchange transactions when the earnings process is complete and goods have been delivered or services performed.

Because the YMCA's performance obligations relate to contracts with a duration less than one year, the YMCA has elected to apply the optional exemption provided in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 606, *Revenue from Contracts with Customers*, and therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period. There are no incremental costs of obtaining a contract and no significant financing components.

Membership Dues and Program and Camp Fees

Membership dues and program and camp fees consist of amounts that families and individuals pay to participate in health, fitness, education and recreation activities and programs. Members generally pay a onetime joining fee plus monthly dues in advance. Memberships provide use of the recreation facilities, access to free classes, programs and activities, and discounts to fee-based programs. The YMCA offers a variety of programs including family, child care, day camp, resident camp, teen, scholastic, fitness, aquatics, health immigration and international services. Fee-based programs are available to the public. Program and camp fees for short duration programs of two months or less, such as aquatics classes, are typically paid in advance at the time of registration. Program and camp fees for longer duration programs, such as fee-based childcare, are usually paid monthly in advance. Cancellation provisions vary by program, but most transactions are cancellable with 15 to 30 days' notice. Refunds may be available for services not provided. Financial assistance is available to members and program and camp participants. Such financial assistance is reflected as a reduction of gross membership dues and program and camp fees.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

2. Summary of Significant Accounting Policies (Continued)

Membership dues and program and camp fees are recognized ratably over the period the membership or program and camp service is provided on a straight-line basis in an amount that reflects the consideration the YMCA expects to be entitled to in exchange for those services. All the YMCA's revenue from contracts with customers are from performance obligations satisfied over time and the YMCA typically satisfies its performance obligations equally throughout the membership and/or program and camp period. Prices are specific to a distinct performance obligation and do not consist of multiple transactions.

Membership dues and program and camp fees paid to the YMCA in advance represent contract liabilities and are recorded as other deferred revenue. Amounts billed but unpaid are contract assets and recorded as account receivables.

Contributed Materials and Services

Contributions of donated materials and services are recorded at their fair value in the period received. For the years ended May 31, 2024 and 2023, the YMCA received donated materials of \$5,575 and \$5,981, respectively, relating to equipment, supplies, furniture and fixtures.

The YMCA recognizes contributions of services received if such services: (a) create or enhance nonfinancial assets, (b) require specialized skills, (c) are provided by individuals possessing those skills, and (d) would typically need to be purchased if not contributed. For the years ended May 31, 2024 and 2023, the YMCA received contributed services of \$581 and \$54,300, respectively.

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

Functional Allocation of Expenses

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

Advertising Costs

The YMCA expenses advertising costs as incurred. For the years ended May 31, 2024 and 2023, advertising costs were approximately \$252,000 and \$223,000, respectively.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

2. Summary of Significant Accounting Policies (Continued)

Employee Fringe Benefits

The YMCA provides and accrues for paid time off for vacation, holiday and sick leave under an earned time system for employees. The YMCA provides for a maximum payout of days to the employee upon termination based on length of service. The YMCA accrues a liability for such paid leave as it is earned, which is recorded within accrued expenses in the accompanying statements of financial position.

Income Taxes

The YMCA has received a favorable determination letter from the Internal Revenue Service stating that it is exempt from federal income taxes under Section 501(a) of the Internal Revenue Code of 1986 (IRC), as an organization described in Section 501(c)(3). The YMCA believes that it has appropriate support for the income tax positions taken and to be taken, and that its accruals for tax liabilities are adequate for all open tax years based on an assessment of many factors including experience and interpretations of tax laws applied to the facts of each matter. Management has evaluated the YMCA's tax positions and concluded the YMCA has maintained its tax-exempt status, does not have any significant unrelated business income, has taken no significant uncertain tax positions that require disclosure in the accompanying financial statements and has no material liability for unrecognized tax benefits.

Leases

At inception of a contract, the YMCA determines if a contract meets the definition of a lease. A lease is a contract, or part of a contract, that conveys the right to control the use of identified property, plant, or equipment (an identified asset) for a period of time in exchange for consideration. The YMCA determines if the contract conveys the right to control the use of an identified asset for a period of time. The YMCA assesses throughout the period of use whether the YMCA has both of the following: (1) the right to obtain substantially all of the economic benefits from use of the identified asset, and (2) the right to direct the use of the identified asset. This determination is reassessed if the terms of the contract are changed. Leases are classified as operating or finance leases based on the terms of the lease agreement and certain characteristics of the identified asset. Right-of-use assets and lease liabilities are recognized at lease commencement date based on the present value of the minimum future lease payments.

The YMCA leases various office space, parking and equipment under noncancellable operating leases. The YMCA's policy is to not record leases with an original term of twelve months or less on its statement of financial position. The YMCA recognizes lease expense for these short-term leases on a straight-line basis over the lease term.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

2. Summary of Significant Accounting Policies (Continued)

Certain lease agreements include rental payments that are adjusted periodically for inflation or other variables. In addition to rent, the leases may require the YMCA to pay additional amounts for taxes, insurance, maintenance and other expenses, which are generally referred to as nonlease components. Such adjustments to rental payments and variable nonlease components are treated as variable lease payments and recognized in the period in which the obligation for these payments was incurred. Variable lease components and variable nonlease components are not measured as part of the right-of-use asset and lease liability. Only when lease components and their associated nonlease components are fixed are they accounted for as a single lease component and are recognized as part of a right-of-use asset and lease liability. Total contract consideration is allocated to the combined fixed lease and nonlease component. This policy election applies consistently to all asset classes under lease agreements.

Certain leases contain clauses for renewal at the YMCA's option with renewal terms as discussed in Note 18. Payments to be made in option periods are recognized as part of the right-of-use lease assets and lease liabilities when it is reasonably certain that the option to extend the lease will be exercised or the option to terminate the lease will not be exercised, or is not at the YMCA's option. The YMCA determines whether the reasonably certain threshold is met by considering contract, asset, market, and entity-based factors.

The YMCA's lease agreements do not contain any significant residual value guarantees or material restrictive covenants imposed by the leases.

The YMCA does not have any sublease agreements.

Risks and Uncertainties

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

Subsequent Events

Events occurring after the statements of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through September 30, 2024, which is the date the financial statements were available to be issued.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

3. Liquidity and Availability

Financial assets available for general expenditure within one year of the statement of financial position date consists of the following at May 31:

	<u>2024</u>	<u>2023</u>
Cash and cash equivalents	\$ 2,932,032	\$ 3,841,945
Restricted cash	154,473	49,653
Accounts receivable	340,601	442,466
Pledges receivable	149,721	194,486
Investments	15,444,687	16,958,253
Cash surrender value of life insurance	25,246	23,658
Beneficial interest in trusts	<u>2,969,634</u>	<u>2,691,644</u>
Total financial assets	22,016,394	24,202,105
Less financial assets held to meet donor-imposed restrictions:		
Restricted cash	(154,473)	(49,653)
Pledges receivable	(79,826)	(152,833)
Donor-restricted endowment funds	(8,007,621)	(7,613,715)
Less financial assets not available within one year:		
Cash surrender value of life insurance	(25,246)	(23,658)
Beneficial interest in trusts	(2,969,634)	(2,691,644)
Less board-designated endowment fund	<u>(3,500,780)</u>	<u>(3,077,803)</u>
Amount available for general expenditures within one year	<u>\$ 7,278,814</u>	<u>\$10,592,799</u>

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

The YMCA's board-designated endowment of \$3,500,780 and \$3,077,803 at May 31, 2024 and 2023, respectively, is subject to an annual spending rate as described in Note 14. Although management does not intend to spend from this board-designated endowment (other than amounts appropriated for general expenditure as part of the Board's annual budget approval and appropriation), these amounts could be made available if necessary.

As part of their liquidity management plan, the YMCA maintains a revolving line of credit of \$750,000 to cover short term cash needs. See Note 10. Occasionally, the Board designates a portion of any operating surplus to its operating reserve.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

4. Pledges Receivable

Pledges receivable represent amounts due from donors for multi-year, unconditional pledges. Pledges receivable are shown net of a discount on future collections. Payments on the pledges are expected to be received as follows at May 31:

	<u>2024</u>	<u>2023</u>
Promises to give expected to be collected in:		
Less than one year	\$ 153,386	\$ 154,076
One to five years	<u>38,278</u>	<u>96,458</u>
Total pledges receivable	191,664	250,534
Less discount to present value	(13,360)	(13,360)
Less allowance for uncollectible pledges	<u>(28,583)</u>	<u>(42,688)</u>
Net pledges receivable	149,721	194,486
Less current portion	<u>(124,803)</u>	<u>(111,388)</u>
Long-term pledges receivable, net of current portion	<u>\$ 24,918</u>	<u>\$ 83,098</u>

5. Investments and Fair Value Measurements

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

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

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

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

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

In many cases, a valuation technique used to measure fair value includes inputs from multiple levels of the fair value hierarchy. The lowest level of significant input determines the placement of the entire fair value measurement in the hierarchy. There have been no changes in the methodologies used at May 31, 2024 and 2023.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

5. Investments and Fair Value Measurements (Continued)

The following presents the balances of assets and liabilities measured at fair value on a recurring basis at May 31:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2024</u>				
Assets:				
Money market funds	\$ 920,917	\$ -	\$ -	\$ 920,917
Fixed income	-	3,744,343	-	3,744,343
Equities	10,779,427	-	-	10,779,427
Beneficial interest in trusts	<u>-</u>	<u>-</u>	<u>2,969,634</u>	<u>2,969,634</u>
Total assets	<u>\$11,700,344</u>	<u>\$3,744,343</u>	<u>\$2,969,634</u>	<u>\$18,414,321</u>
<u>2023</u>				
Assets:				
Money market funds	\$ 815,573	\$ -	\$ -	\$ 815,573
U.S. treasury obligations	2,953,964	-	-	2,953,964
Fixed income	-	3,894,276	-	3,894,276
Equities	9,294,440	-	-	9,294,440
Beneficial interest in trusts	<u>-</u>	<u>-</u>	<u>2,691,644</u>	<u>2,691,644</u>
Total assets	<u>\$13,063,977</u>	<u>\$3,894,276</u>	<u>\$2,691,644</u>	<u>\$19,649,897</u>

The fair market value of the beneficial interest in trusts is based upon the YMCA's pro rata ownership of the total trusts and is determined from information obtained from the trusts based on their value of the underlying investments. As the actual assets are not readily available to the YMCA, the beneficial interest in trusts is considered to be level 3.

Investment income (loss) is summarized as follows at May 31:

	<u>2024</u>	<u>2023</u>
Interest and dividend income, net of fees	\$ 308,316	\$ 414,743
Net realized gain ¹	402,697	611,744
Net unrealized gains (losses)	<u>1,477,414</u>	<u>(1,105,165)</u>
Total investment income (loss)	<u>\$2,188,427</u>	<u>\$ (78,678)</u>

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

6. Property, Plant and Equipment

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

	<u>2024</u>	<u>2023</u>
Land	\$ 2,391,410	\$ 2,275,576
Building and improvements	36,994,472	32,796,196
Furniture, fixtures and equipment	6,374,771	5,641,559
Construction in progress	<u>128,970</u>	<u>1,667,999</u>
	45,889,623	42,381,330
Less accumulated depreciation	<u>(22,018,132)</u>	<u>(20,405,407)</u>
Total property, plant and equipment, net	<u>\$ 23,871,491</u>	<u>\$ 21,975,923</u>

7. Beneficial Interest in Trusts

The YMCA is an irrevocable beneficiary of two charitable remainder trusts held by a bank as trustee. These resources are neither in the possession of, nor under the control of the YMCA. The terms of one trust provide for income of the trust to be distributed to the current beneficiary. The second trust provides for income and principal to be distributed to the current beneficiary based on an incremental rate each year. Upon the beneficiaries' deaths, the trusts require the remaining principal be distributed to charitable beneficiaries. During fiscal year 2024, the YMCA received a final payout from one of the trusts totaling approximately \$6,000.

The YMCA of the Seacoast is a beneficiary of an agency endowment fund at the New Hampshire Charitable Foundation (the Foundation). Pursuant to the terms of the resolution establishing this fund, property contributed to the Foundation is held as a separate fund designated for the benefit of the YMCA of the Seacoast. In accordance with its spending policy, the Foundation makes distributions from the fund to the YMCA of the Seacoast. The distributions are approximately 4.0% of the market value of the fund per year. The estimated value of future distributions from the fund is included in these financial statements as required by generally accepted accounting principles; however, all property in the fund was contributed to the Foundation to be held and administered for the benefit of the YMCA of the Seacoast.

The Concord Family YMCA is the beneficiary of several irrevocable, perpetual trusts managed by local, independent financial institutions. The Concord Family YMCA received distributions from two trusts based on the income earned and annual distributions made by the trust. The Concord Family YMCA also receives distributions from a separate trust with a set annual distribution amount of \$200.

The total fair value of the above beneficial interests in trusts as of May 31, 2024 and 2023 was \$2,969,634 and \$2,691,644, respectively.

The Concord Family YMCA also receives discretionary distributions each year from another trust. However, due to the fact that the trustee of this trust has the ability to change beneficiaries, this trust is not included in the statement of financial position as a beneficial interest in trust.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

8. Funds Held by Others

The YMCA of the Seacoast is also a beneficiary of two designated funds at the Foundation. Pursuant to the terms of the resolution establishing these funds, property contributed to the Foundation is held as separate funds designated for the benefit of the YMCA of the Seacoast. In accordance with its spending policy, the Foundation makes distributions from the funds to the YMCA of the Seacoast. The distributions are approximately 4.0% of the market value of the funds per year. The funds are not included in these financial statements, since all property in the funds was contributed to the Foundation to be held and administered for the benefit of the YMCA of the Seacoast. For the years ended May 31, 2024 and 2023, \$3,379 and \$3,402, respectively, was received from the funds. At May 31, 2024 and 2023, the market value of the funds' assets was \$95,612 and \$89,379, respectively.

The Concord Family YMCA is a beneficiary of a designated fund at the Foundation. Pursuant to the terms of the resolution establishing this fund, property contributed to the Foundation is held as a separate fund designated for the benefit of the Concord Family YMCA. In accordance with its spending policy, the Foundation makes distributions from the fund to the Concord Family YMCA. The distributions are approximately 4.2% of a trailing twenty quarter average of the fair market value of the fund each year. The fund is not included in these financial statements since all property in the fund was contributed to the Foundation to be held and administered for the benefit of the Concord Family YMCA. For the years ended May 31, 2024 and 2023, \$1,047 and \$1,504, respectively, was received from the fund. At May 31, 2024 and 2023, the market value of the funds' assets was \$29,641 and \$27,702, respectively.

9. Long-Term Debt

Long-term debt consisted of the following at May 31:

	<u>2024</u>	<u>2023</u>
Bond payable to Citizens Bank, N.A. in the original amount of \$3,800,000, in monthly sinking fund installments through October 2028. The interest rate is variable. The bond is secured by certain YMCA buildings. See further details below	\$ 924,910	\$ 1,105,000
Noninterest bearing note payable to the City of Manchester in annual installments of \$13,000 due in August each year, through October 2024. The note is secured by real estate located in Manchester, New Hampshire	13,000	26,000
Note payable to the Strafford Economic Development Corporation (SEDC) dated August 16, 2012 in the original amount of \$475,000. Monthly principal and interest payments in the amount of \$2,634 are required through August 2027. The interest rate is 3% per annum. The note is secured by substantially all of the assets the YMCA holds in Rochester, New Hampshire	230,777	255,069

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

9. Long-Term Debt (Continued)

	<u>2024</u>	<u>2023</u>
Note payable to New Hampshire Health and Education Facilities Authority (NHHEFA) dated March 5, 2019 in the original amount of \$83,106. Monthly principal and interest payments in the amount of \$1,421 are required through June 2024. The interest rate is 1% per annum. The note is secured by property	\$ 1,434	\$ 18,375
Note payable to Citizens Bank dated June 1, 2019 in the original amount of \$1,720,000. Monthly principal and interest payments in the amount of \$12,170 are required through May 2024 with the remaining balance due June 2029. The interest rate is 3.35% per annum through June 1, 2024, at which time the rate is adjustable. The note payable was amended effective June 1, 2024 to adjust the interest rate to 6.07% through June 2029. The note is secured by substantially all of the assets in Manchester, New Hampshire	1,248,402	1,350,508
Note payable to Citizens Bank dated June 1, 2019 converted from drawn-down line of credit in the original amount of \$900,000. Monthly principal and interest payments in the amount of \$6,359 are required through May 2029 with the remaining balance due June 2029. The interest rate is 2.51% per annum. The note is secured by the second mortgage for certain property located in Manchester, New Hampshire	705,018	762,533
Mortgage note payable to TD Bank in the original amount of \$850,000. Monthly principal and interest payments in the amount of \$4,038 are required through September 2027. The interest rate is 4.84% per annum. The note is secured by Concord, New Hampshire real estate	389,732	418,246
Note payable to NHHEFA in the original amount of \$59,500. Monthly principal and interest payments in the amount of \$1,017 are required through June 2027. The interest rate is 1% per annum. The note is secured by property	37,068	48,838
Noninterest bearing note payable to Liberty Energy in the original amount of \$50,000. Monthly payments in the amount of \$595 are required through August 2024	6,006	13,097
Note payable to NHHEFA in the original amount of \$110,000. Monthly principal and interest payments in the amount of \$1,880 are required through August 2024. The interest rate is 1% per annum. The note is secured by property	11,249	33,579
Note payable to SEDC in the original amount of \$450,000. Monthly principal and interest payments in the amount of \$2,631 are required through June 2027. The interest rate is 5.0% per annum. The note is secured by property and was assigned to the YMCA as part of the SELC acquisition described in Note 19	379,477	-

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

9. Long-Term Debt (Continued)

	<u>2024</u>	<u>2023</u>
Note payable to NHHEFA in the original amount of \$99,500. Monthly principal and interest payments in the amount of \$1,778 are required through January 2029. The interest rate is 1.25%. The note is secured by two vehicles	\$ 93,109	\$ —
	4,040,182	4,031,245
Less current portion of long-term debt	(466,048)	(463,912)
Less debt issuance costs	<u>(38,747)</u>	<u>(49,552)</u>
	<u>\$3,535,387</u>	<u>\$3,517,781</u>

Future maturities of long-term debt are as follows at May 31:

2025	\$ 466,048
2026	461,199
2027	482,250
2028	1,197,884
2029	306,405
Thereafter	<u>1,126,396</u>
	<u>\$4,040,182</u>

The loan agreement contains certain financial and nonfinancial covenants. At May 31, 2024, the YMCA was not in compliance with its financial covenants and received a waiver from the bank for the event of noncompliance.

Bond Payable

During 2007, the NHHEFA sold \$3,800,000 of its Revenue Bonds, Greater Manchester Family YMCA Issue, Series 2007, and loaned the proceeds of the bonds to the YMCA to finance certain improvements to the YMCA's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the YMCA entered into an interest rate swap agreement for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bond as discussed in Note 11. The bonds mature in 2028 and can be repaid at any time.

During 2009, a downgrading of the credit rating of the bank providing the letter-of-credit occurred, which resulted in a significant increase of the weekly variable rate. Since it became evident that the credit markets would not soon return to normalcy, the YMCA elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68 percent of the sum of the adjusted period LIBOR (30 day) rate and 250 basis points.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

9. Long-Term Debt (Continued)

The bank purchase mode commenced on September 1, 2009 and expired on November 30, 2021. It was further amended on September 12, 2022 through September 2023 with interest per annum equal to the product of (a) .79 multiplier by the sum of (b) the sum of the Bloomberg Short-Term Bank Yield Index (BSBY) rate plus 2.16%. This expiration date may be extended by the bank and the YMCA has the option to convert back to the weekly rate mode. In June 2023, the loan agreement was amended to remove the bank purchase mode expiration date. As such, the bonds now continue to bear interest at the bank purchase rate until their maturity date of October 1, 2028, subject to earlier redemption or conversion to a new interest rate mode in accordance with the bond indenture (5.94% at May 31, 2024).

10. Line of Credit

The YMCA has a revolving line of credit with Citizens Bank for \$750,000. The line of credit is used for operating cash flow purposes if needed. Any amounts drawn on the line of credit are payable on demand with interest equal to the BSBY rate for the interest period in effect for the loan plus 2.25% (7.62% at May 31, 2024). The line is secured by substantially all of the YMCA's non-real estate assets. At May 31, 2024 and 2023, there was no outstanding balance owed on the line of credit.

The line of credit agreement contains certain financial and nonfinancial covenants. At May 31, 2024, the YMCA was not in compliance with its financial covenants and received a waiver from the bank for the event of noncompliance.

11. Interest Rate Swap Agreement

The YMCA used derivative financial instruments principally to manage interest rate risk. As discussed in Note 9, during 2007, the YMCA executed an interest rate swap agreement to hedge the interest rate on the Series 2007 Bonds. Pursuant to the swap agreement, the initial notional amount and amortization matched the par amount and amortization of the Series 2007 Bonds. Under the terms of the swap agreement, the YMCA paid the fixed rate of 3.75% on the notional amount and in exchange, the counterparty paid the YMCA a variable rate on the notional amount based on 67% of the one-month LIBOR rate. The cost of the interest rate swap for the year ended May 31, 2023 was added to interest expense in the statement of functional expenses. During fiscal year 2023, the YMCA terminated the swap agreement and made a termination payment of approximately \$32,000.

For the year ended May 31, 2023, the change in fair value of the interest rate swap agreement totaled \$60,192.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

12. Community Development Block Grant Obligations

In September 2013, the Concord Family YMCA was awarded a Community Development Block Grant (CDBG). According to the terms of the agreement, the YMCA is a sub-recipient of a Community Development Finance Authority Community Development Block Grant through the County of Merrimack, New Hampshire. The grant, amounting to \$364,000, was used to repair and replace components of the HVAC system in the firehouse building, which houses the childcare center. This grant also requires that at least 51% of those individuals benefiting from the funded renovations be members of low to moderate income families. A portion of the grant obligation is forgiven for each year the Concord Family YMCA complies with such participant-benefit conditions (at the annual rate of 5% for the twenty years ending September 30, 2034). For the years ended May 31, 2024 and 2023, grant obligations forgiven amounted to \$18,200. The outstanding grant obligation of \$187,308 must be repaid to the County of Merrimack if the participant-benefit conditions are not met.

In July 2017, the Concord Family YMCA was awarded another CDBG. According to the terms of this agreement, the Concord Family YMCA is a sub-recipient of a grant from the City of Concord, New Hampshire. The grant, amounting to \$478,000, was used to make improvements to the firehouse building, which houses the childcare center. This grant also requires that at least 66% of those individuals benefiting from the funded renovations be members of low to moderate income families. A portion of the grant obligation is forgiven for each year the Concord Family YMCA complies with such participant-benefit conditions (at the annual rate of 5% for the twenty years ending June 30, 2038). For the years ended May 31, 2024 and 2023, grant obligations forgiven amounted to \$23,900. The outstanding grant obligation of \$336,622 must be repaid to the City of Concord, New Hampshire if the participant-benefit conditions are not met.

The balance of these grant obligations at May 31, 2024 and 2023 amounted to \$523,930 and \$566,030, respectively, and have been classified as short-term due to the subjective nature of the obligations.

13. Net Assets With Donor Restrictions

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

	<u>2024</u>	<u>2023</u>
Programs:		
Youth development	\$ 178,015	\$ 179,599
Healthy living	4,916	4,916
Social responsibility	—	10,000
Fundraisers	351,266	243,322
Capital expenditure	813,067	759,689
Time:		
Beneficial interest in trusts	2,892,405	2,628,284
Cumulative appreciation on investments restricted in perpetuity	1,570,096	1,189,040
Endowments restricted in perpetuity	<u>6,437,525</u>	<u>6,424,675</u>
Total net assets with donor restrictions	<u>\$12,247,290</u>	<u>\$11,439,525</u>

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

13. Net Assets With Donor Restrictions (Continued)

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

	<u>2024</u>	<u>2023</u>
Programs:		
Youth development	\$ 11,584	\$2,014,552
Healthy living	-	148,217
Social responsibility	-	80,000
Fundraisers	165,526	132,218
Cumulative appreciation on investments restricted in perpetuity	<u>765,262</u>	<u>367,662</u>
Total net assets with donor restrictions	<u>\$942,372</u>	<u>\$2,742,649</u>

14. Endowment Composition

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

- Youth development
- Healthy living
- Social responsibility

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

Purpose of the Endowment

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

Interpretation of Relevant Law

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

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

14. Endowment Composition (Continued)

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

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

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

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
<u>2024</u>			
Donor restricted	\$ -	\$8,007,621	\$ 8,007,621
Board designated – general reserve	1,714,473	-	1,714,473
Board designated – capital reserve	<u>1,786,307</u>	<u>-</u>	<u>1,786,307</u>
Total funds	<u>\$3,500,780</u>	<u>\$8,007,621</u>	<u>\$11,508,401</u>
<u>2023</u>			
Donor restricted	\$ -	\$7,613,715	\$ 7,613,715
Board designated – general reserve	1,507,324	-	1,507,324
Board designated – capital reserve	<u>1,570,479</u>	<u>-</u>	<u>1,570,479</u>
Total funds	<u>\$3,077,803</u>	<u>\$7,613,715</u>	<u>\$10,691,518</u>

The changes in endowment net assets for the years ended May 31, 2024 and 2023 consisted primarily of investment return/loss as well as the appropriation of endowment assets.

Return Objectives and Risk Parameters

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

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

14. Endowment Composition (Continued)

Investment Objective

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

Spending Policy and How the Investment Objectives Relate to Spending Policy

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

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

Funds With Deficiencies

From time to time, the fair value of assets associated with individual donor restricted endowment funds may fall below the level that the donor or UPMIFA requires the YMCA to retain as a fund of perpetual duration. Deficiencies of this nature that are in excess of related restricted amounts are reported in net assets with donor restrictions. As of May 31, 2024 and 2023, there were no such amounts.

15. Financial Assistance Provided

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

	<u>2024</u>	<u>2023</u>
Program and camp fees	\$16,900,435	\$15,337,398
Less financial assistance provided	<u>(999,785)</u>	<u>(889,506)</u>
Program and camp fees, net	<u>\$15,900,650</u>	<u>\$14,447,892</u>
Membership dues	\$ 6,112,360	\$ 5,037,964
Less financial assistance provided	<u>(637,976)</u>	<u>(619,402)</u>
Membership dues, net	<u>\$ 5,474,384</u>	<u>\$ 4,418,562</u>

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

16. Defined Contribution Plans

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

In accordance with their agreement, contributions for the YMCA Retirement Fund Retirement Plan are a percentage of the participating employees' salary. These amounts are paid by the YMCA. For the years ended May 31, 2024 and 2023, total contributions charged to retirement costs aggregated \$607,153 and \$540,945, respectively.

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

17. Related Parties

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

The YMCA pays dues to National Council of Young Men's Christian Associations of the United States of America. For the years ended May 31, 2024 and 2023, dues expense totaled \$262,137 and \$215,538, respectively.

18. Lease Commitments

Operating Leases

The YMCA leases various office space, parking and equipment under noncancellable operating leases. The original lease terms are three to five years with certain options for the YMCA to renew the leases for specific periods subsequent to the original lease terms. The monthly payments during 2024 ranged from \$2,936 to \$6,409 and the leases expire at various periods through July 2032 (after consideration of renewal periods). The YMCA also leases various equipment under short-term leases.

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

18. Lease Commitments (Continued)

Operating lease right-of-use assets and operating lease liabilities are reported in the YMCA's statements of financial positions as follows at May 31:

	<u>2024</u>	<u>2023</u>
Operating lease right-of-use assets	\$797,343	\$1,037,830
Current portion of operating lease liabilities	\$236,535	\$ 231,417
Operating lease liabilities, less current portion	<u>581,417</u>	<u>817,952</u>
Total operating lease liabilities	<u>\$817,952</u>	<u>\$1,049,369</u>

The components of operating lease costs are included in occupancy expenses in the accompanying statements of functional expenses and were as follows for the fiscal years ended May 31:

	<u>2024</u>	<u>2023</u>
Operating lease costs	\$265,082	\$250,843
Short-term lease costs	<u>64,903</u>	<u>54,082</u>
Total lease costs	<u>\$329,985</u>	<u>\$304,925</u>

Supplemental Cash Flow Information

Supplemental cash flow information is as follows for the fiscal years ended May 31:

	<u>2024</u>	<u>2023</u>
Operating leases – operating cash flows (fixed payments)	\$256,012	\$239,304
Operating leases – right-of-use assets and operating lease liabilities recorded upon adoption of ASU 842	–	510,978
Operating leases – right-of-use assets obtained in exchange for new operating lease liabilities	–	750,075

Lease Term and Discount Rate

Lease term and discount rate are as follows for the fiscal years ended May 31:

	<u>2024</u>	<u>2023</u>
Weighted-average remaining lease term (in years)	6.64	6.79
Weighted-average discount rate	2.65%	2.68%

THE GRANITE YMCA

NOTES TO FINANCIAL STATEMENTS

Years Ended May 31, 2024 and 2023

18. Lease Commitments (Continued)

At the lease commencement date, the discount rate implicit in the lease is used to discount the lease liability if readily determinable. If not readily determinable or leases do not contain an implicit rate, the YMCA has made a policy election to use a risk-free rate as the discount rate for all classes of underlying assets.

As of May 31, 2024, maturities of operating lease liabilities for each of the following five years and a total thereafter were as follows:

2025	\$254,561
2026	81,207
2027	83,657
2028	86,169
2029	88,754
Thereafter	<u>298,801</u>
Total minimum future lease payments	893,149
Less imputed interest	<u>(75,197)</u>
Total lease liabilities	<u>\$817,952</u>

19. Acquisition of SELC

Effective June 1, 2023, the YMCA acquired SELC for no consideration. Upon acquisition, SELC was dissolved and became a branch of the YMCA. The financial position of SELC recorded at fair value upon acquisition as of June 1, 2023, was as follows:

Assets:	
Cash and cash equivalents	\$ 32,984
Accounts receivable	6,350
Property, plant and equipment	<u>1,366,900</u>
Total assets	<u>\$1,406,234</u>
Liabilities:	
Accounts payable, accrued expenses and other liabilities	\$ 89,162
Debt	<u>390,738</u>
Total liabilities	479,900
Net assets:	
Net assets without donor restrictions	<u>926,334</u>
Total liabilities and net assets	<u>\$1,406,234</u>

Board Roster

First Name

Deborah
Celestyne
Steve
Rob
Ryan
Matt
Kerry
Helena
Donna
Joe
Dave
Jodi
Matt
Dennis
Lori
Bob
Wayne
Giselle
Brett
Donald
Margaret
Henry
Jeremy
Kellie

Last Name

Blake Dempsey
Bragg
Dutton
Glew
Gough
Henry
Houston
laquinta
InDelicato
Kenney
Kuhn
Langellotti
Leahy
Malloy
Piper
Pliskin
Robinson
Rodriguez
St. Clair
Stokes
Tomas
Velleux
Walker
Wardman



CINDY LAFOND

Career Overview

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

Core Competencies

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

Professional Experience

Executive Director of Health Interventions June 2015 to current
Granite YMCA — Hew Hampshire

Oversee the Community to Clinical Linkage for the State of NH for not only the Granite YMCA, but for all 13 Y's in NH. Our goal is support Health Equity increase Population Health in all 10 counties in NH. Our Chronic Disease programs include LiveStrong at the Y (evidence-based cancer survivor program), YMCA Diabetes Prevention Program, Diabetes Self-Management Education & Support, Blood Pressure Monitoring Program, Arthritis & Falls Prevention Programs like Tai ji Quan/Moving for better balance, Enhance Fitness, and Walk with Ease Mood Lifters (behavior mental health program). My role ensures that the highest standards and best practices for health and wellness are developed and implemented across the association, with a focus on providing opportunities that facilitate and support growth in multiple dimensions of health for our members: physical, mental, emotional, spiritual, social, and environmental. My role also assures that the Y is building strong wellness staff and fostering strong relationships with and among members, this also promotes a collaborative approach to personal health and community partnerships and Involvement through health promotion, educational programming, and service to our members and our community.

Executive Director Dec 2012 to June 2015
Manchester YMCA — Manchester, NH

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

Assistant Branch Director / Senior Director Dec 2009 to Dec 2012
Granite YMCA — Manchester, NH

Served as Asst. Executive Director/ Senior Director of the YMCA with a 4 lane Indoor Pool, 3 Preschool program with 55 children, 4 after school sites, Sports

Department/Day Camp, and 3 Wellness centers. Full Responsibility for the YMCA of Downtown Manchester program development, grant development for summer fit camp department, building and enhancing partnerships with local hospitals, community health department, and Manchester schools.

Health & Wellness Director Oct 1999 to Dec 2009
Granite YMCA — Manchester, NH

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

Group Exercise Coordinator/Director Oct 1994 to Oct 1999
Granite YMCA — Manchester, NH

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

Customer Service Oct 1994 to Oct 1996
AutoFair — Manchester, NH

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

Education

Computer Programming/Accounting 1979
Charles H. McCann Technical School — North Adams, Mass

Training

ADCES para Professional training 2022
ADCES Quality Control project manager 2022
Community Health Worker Training 2023

Leanne Schoenfeld, RDN, LD

PROFESSIONAL SUMMARY:

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

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

CREDENTIALS:

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

February 2017
March 2018

RELEVANT WORK EXPERIENCE:

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

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

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

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

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

Emanuel Christian Preschool, Manchester, NH

March 2015; March/April 2017

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

School Care Annual Wellness Retreat, Bedford, NH

Jan 2015

- Assisted RD with workshop on Reading Food Labels for teachers

Concord Hospital, Concord, NH

Nov-Dec 2014

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

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

Summer 2014

- Instructed a weekly nutrition topic & cooking experience for teens

Orthodontic Assistant, Moin Orthodontics, Manchester, NH

July 1996 - April 2008

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

EDUCATION:

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

2014 - 2015

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

1995 - 1996

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: The Granite YMCA

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Cindy Lafond	Executive Director of Health Interventions	\$45,760.00	\$88,000.00
Leanne Schoenfeld	Health Coach Coordinator	\$34,944.00	\$43,680.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00

27A



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

Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

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

May 17, 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 Public Health Services, to amend the existing contract with Granite Young Men's Christian Association (YMCA) (VC#154139), Manchester, NH to increase the number of healthcare providers referring individuals with or at risk for chronic conditions such as diabetes, hypertension, and arthritis to YMCA programs, with the aim of improving health outcomes, by exercising a renewal option by increasing the price limitation by \$340,000 from \$1,034,000 to \$1,374,000 and extending the completion date from June 30, 2023 to June 30, 2025, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 24, 2020, Item #39, amended on May 19, 2021, Item #24, and most recently amended on August 18, 2021, Item #20.

Funds are anticipated to be available in State Fiscal Year 2024 and 2025, 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 for the Contractor to continue to provide chronic disease management programs to individuals in-person and online. The Contractor will continue to promote the in-person and virtual programming, and the schedule of classes, on its website and continue to develop relationships with healthcare providers across the state to increase awareness and referrals to these programs. Patients can be referred to the Contractor for registration to attend in-person and/or virtual classes. In addition, the Contractor will continue to train staff on the delivery of evidence based programs and provide mentorship and support Blood Pressure Self-Monitoring and Diabetes Prevention Programs in other organizations. The Contractor will provide continuing education to healthcare providers to improve referrals and follow-up for individuals referred to the lifestyle programs.

In New Hampshire there are approximately 333,000 individuals with high blood pressure, 407,000 with prediabetes, 110,000 with diabetes, 276,000 with arthritis and 69,449 who may benefit from the contract effective date through June 30, 2025.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

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

The Department will continue to monitor contracted services by:

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

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

Should the Governor and Council not authorize this request, individuals may not receive referrals from their healthcare providers to evidence-based chronic disease prevention and management services within their communities. In addition, individuals statewide will not have access to the Contractor's expanded virtual class offerings.

Area served: Statewide

Source of Federal Funds: ALN #93.426 FAIN #NU58DP006515, ALN #93.945 FAIN #NU58DP006448, and ALN #93.436 FAIN #NU58DP006836.

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

Respectfully submitted,


Lori A. Weaver
Interim Commissioner

Fiscal Details

05-95-090-902010-1227 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES; COMBINED CHRONIC DISEASE (100% FF)

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

05-95-090-904510-3228 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, COMBINED CHRONIC DISEASE (100% FF)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	074-500589	Contracts for Prog Svc	90017003	\$0	\$50,000	\$50,000
2024	074-500589	Contracts for Prog Svc	90017002	\$0	\$50,000	\$50,000
2025	074-500589	Contracts for Prog Svc	90017003	\$0	\$50,000	\$50,000
2025	074-500589	Contracts for Prog Svc	90017002	\$0	\$50,000	\$50,000
			Subtotal	\$0	\$200,000	\$200,000

Fiscal Details

**05-95-90-902010-70460000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, ARTHRITIS (100% FF)**

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

**05-95-90-904510-32270000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, ARTHRITIS (100% FF)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	074-500589	Contracts for Prog Svc	90017717	\$0	\$50,000	\$50,000
2025	074-500589	Contracts for Prog Svc	90017717	\$0	\$50,000	\$50,000
			<i>Subtotal</i>	<i>\$0</i>	<i>\$100,000</i>	<i>\$100,000</i>

**05-95-90-902010-56590000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, COMPREHENSIVE CANCER (100% FF)**

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

Fiscal Details

**05-95-90-902010-70450000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, WISEWOMAN (100% FF)**

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

**05-95-90-904510-32260000-HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS:
DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH & NUTRITION, WISEWOMAN (100% FF)**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	074-500589	Contracts for Prog Svc	90070450	\$0	\$20,000	\$20,000
2025	074-500589	Contracts for Prog Svc	90070450	\$0	\$20,000	\$20,000
			<i>Subtotal</i>	<i>\$0</i>	<i>\$40,000</i>	<i>\$40,000</i>
			<i>Total</i>	<i>\$1,034,000</i>	<i>\$340,000</i>	<i>\$1,374,000</i>

**State of New Hampshire
Department of Health and Human Services
Amendment #3**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2020 (Item #39), as amended on May 19, 2021 (Item #24), and as amended on August 18, 2021 (Item #20) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2025
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,374,000
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Exhibit B Amendment #2, Scope of Services by replacing in its entirety with Exhibit B Amendment #3, Scope of Services, which is attached hereto and incorporated by reference herein.
5. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget through Exhibit C-23 Budget, Amendment #3. The Contractor shall:
 - 3.1. Meet the in-kind match of an amount equal to a minimum of 30% of the total funding in this contract, in compliance with the funding requirements listed in Section 1, above.
 - 3.2. Ensure the annual required match is in non-federal, non-Department related contributions either in cash, in-kind, or donated services or equipment related to directly carrying out project activities and goals in Exhibit B - Amendment #3, Scope of Services, and as approved by the Department.
 - 3.3. Submit bi-annual reports of itemized matching funds to the Department no later than December 15 and June 15, annually.
5. Modify Exhibit C, Payment Terms, Section 8, to read:
 8. The Contractor must provide the services in Exhibit B – Amendment #3, Scope of Services, in compliance with the funding requirements in Section 1, above.
6. Modify Exhibit C, Payment Terms, Section 9, to read:

9. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with Exhibit B – Amendment #3, Scope of Services.
6. Add Exhibit C-16 Budget, Amendment #3, which is attached hereto and incorporated by reference herein.
 7. Add Exhibit C-17 Budget, Amendment #3, which is attached hereto and incorporated by reference herein.
 8. Add Exhibit C-18 Budget, Amendment #3, which is attached hereto and incorporated by reference herein.
 9. Add Exhibit C-19 Budget, Amendment #3, which is attached hereto and incorporated by reference herein.
 10. Add Exhibit C-20 Budget, Amendment #3, which is attached hereto and incorporated by reference herein.
 11. Add Exhibit C-21 Budget, Amendment #3, which is attached hereto and incorporated by reference herein.
 12. Add Exhibit C-22 Budget, Amendment #3, which is attached hereto and incorporated by reference herein.
 13. Add Exhibit C-23 Budget, Amendment #3, 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 July 1, 2023, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

5/9/2023

Date

DocuSigned by:

Patricia M. Titley

Name: Patricia M. Titley

Title: Director

Granite Young Men's Christian Association

4/28/2023

Date

DocuSigned by:

Michele Sheppard

Name: Michele Sheppard

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

5/9/2023

Date

DocuSigned by:
Robert Guarino

Name: Robert 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
Heart Disease and Diabetes Community-Clinical Linkage Pilot
EXHIBIT B, Amendment #3**



Scope of Services

1. Statement of Work

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

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- 1.9. The Contractor shall implement the Department-approved Community-Clinical Linkage Action Plan in each county, statewide, in order to improve health outcomes for individuals with high blood pressure, high cholesterol, prediabetes, diabetes, and arthritis. The Contractor shall:
 - 1.9.1. Begin implementation in Hillsborough County, and
 - 1.9.2. Expand Virtual Program and Hybrid program options in Coos County and Rural NH.
- 1.10. The Contractor shall utilize strategies to implement the Community-Clinical Linkages Pilot Program, which include, but are not limited to:
 - 1.10.1. Learning about the organizations and resources within the communities and clinical sectors to implement evidence-based approaches and interventions through community-clinical linkage responsive to the target population's needs, including:
 - 1.10.1.1. Qualitative methods including but not limited to focus groups; and
 - 1.10.1.2. Quantitative methods including but not limited to Geographic Information Systems data.
 - 1.10.2. Identifying and engaging key stakeholders from community and clinical sectors, which may include, but are not limited to:
 - 1.10.2.1. Local pharmacies in non-health care settings.
 - 1.10.2.2. Employers.
 - 1.10.2.3. Prisons and jails.
 - 1.10.2.4. Faith-based organizations.
 - 1.10.2.5. Community centers.
 - 1.10.2.6. Volunteer organizations.
 - 1.10.2.7. Nonprofit organizations.
 - 1.10.2.8. Hospitals.
 - 1.10.2.9. Federally Qualified Health Centers.
 - 1.10.2.10. Rural clinics.
 - 1.10.2.11. Oncologists.
 - 1.10.2.12. Primary care physicians.
 - 1.10.2.13. Insurance agencies including Medicaid.
 - 1.10.2.14. Senior centers.
 - 1.10.2.15. Parks and recreation programs.

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

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- 1.17.3.1. Identify individuals at risk;
 - 1.17.3.2. Meet the specific needs of the individuals served; and
 - 1.17.3.3. Reduce potential barriers to program enrollment.
- 1.18. The Contractor shall implement an integrated community approach involving partnerships and collaboration with and among clinicians, public health departments, schools and employers. The Contractor shall:
- 1.18.1. Collaborate with community health care providers and organizations to integrate community-based strategies that assist individuals to utilize the resources to manage, delay or prevent the development of chronic conditions and to assist with improving healthy behaviors;
 - 1.18.2. Create and strengthen clinic-to-community linkages that enable health care providers to refer patients to evidence-based chronic disease prevention and management programs within the community;
 - 1.18.3. Provide a simplified process to physicians for referring patients to preventive services, disease management services, and community-based organizations that provide evidence-based programming; and
 - 1.18.4. Provide diabetes prevention services that are available to members and non-members who are referred to the program through the network of community partners and referral sources.
- 1.19. The Contractor shall develop a matrix identifying each stakeholder group and the existing connections.
- 1.20. The Contractor shall schedule meetings with potential stakeholders to:
- 1.20.1. Provide education on the DPP, BPSM, AAEBIS and DSMES programs; and
 - 1.20.2. Discuss stakeholders' potential role within the Contractor's chronic disease programs.
- 1.21. The Contractor shall utilize best practices to conduct outreach to health care providers, which may include, but is not limited to:
- 1.21.1. Physicians.
 - 1.21.2. Nurses.
 - 1.21.3. Physician Assistants.
 - 1.21.4. Nurse Practitioners.
 - 1.21.5. Diabetes Educators.
 - 1.21.6. Dentists.
 - 1.21.7. Health Educators.

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- 1.21.8. Dieticians.
- 1.21.9. Pharmacists.
- 1.21.10. Behavioral Specialists.
- 1.21.11. Chiropractors.
- 1.21.12. Patient Navigators.
- 1.21.13. Acupuncturists.
- 1.21.14. Oncologists.
- 1.21.15. Cardiologists.
- 1.22. The Contractor shall provide direct referrals to participating community partners for individuals who meet lifestyle change programs' qualification criteria resulting from the screening tool or blood test. The Contractor shall:
 - 1.22.1. Provide health care providers with posters, flyers and brochures to display in provider offices;
 - 1.22.2. Attend health fairs that include glucose screenings for individuals at high risk of developing diabetes; and
 - 1.22.3. Provide free glucose screenings to individuals at high-risk of heart disease or diabetes; and promote the DPP to members.
- 1.23. The Contractor shall ensure take-a-ways from regularly scheduled meetings with health care providers include, but are not limited to:
 - 1.23.1. The difference between diabetes prevention programs and diabetes management programs.
 - 1.23.2. The DPP diagnostic screening criteria for referring pre-diabetes patients into the program.
 - 1.23.3. The simplified referral process to minimize the requirements of health care providers.
 - 1.23.4. The option to utilize a referral coordinator.
 - 1.23.5. The recommendation that providers formalize the partnership through an agreement, subcontract or Memorandum of Understanding (MOU).
- 1.24. The Contractor shall ensure health care provider referral practices include:
 - 1.24.1. Paper and electronic referral forms shared with referring patients;
 - 1.24.2. Instructions for patients; and
 - 1.24.3. A completed patient consent form that allows the provider to share patient contact information directly with the Contractor, in accordance with Exhibit K of this contract.

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

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

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- 1.41.4. A list of partner organizations and individuals which may include, but is not limited to:
 - 1.41.4.1. Technology platforms.
 - 1.41.4.2. Bi- Directional Referral Platform
 - 1.41.4.3. Third party billing agencies.
 - 1.41.4.4. Licensed health care providers.
 - 1.41.4.5. Members of the Community Advisory Board.
- 1.42. The Contractor shall ensure program staffing includes, but is not limited to:
 - 1.42.1. A Program Director providing services under this contract for no less than thirty (30) hours per week.
 - 1.42.2. An Administrative Assistant to support DPP Health Coaches, Heart Healthy Ambassadors and Instructors for AAEBI Programs for no less than twenty (20) hours per week.
- 1.43. The Contractor shall implement programs, statewide, through its "Y's Without Walls Initiative" to build capacity through staff training to refer and deliver evidence based programs.
- 1.44. The Contractor shall conduct outreach to seniors to enroll in chronic disease prevention and management programs, which may include, but is not limited to the following programs:
 - 1.44.1. Medicare Diabetes Prevention Program.
 - 1.44.2. Diabetes Self-Management Education and Support (DSMES)
 - 1.44.3. Arthritis Appropriate Evidence-Based Interventions (AAEBI).
- 1.45. The Contractor shall assist healthcare organizations to implement a system that identifies and refers individuals who have arthritis to AAEBI for physical activity and self-management education.
- 1.46. The Contractor shall implement and expand selections of AAEBI-approved physical activity programs to build capacity through staff training for referral and delivery of programs, that include but not limited to:
 - 1.46.1. Arthritis Foundation Aquatic Program (AFAP);
 - 1.46.2. Active Living Everyday (ALED);
 - 1.46.3. Enhance eFitness (EF);
 - 1.46.4. Fit Strong!
 - 1.46.5. Walk With Ease (WWE) Group;
 - 1.46.6. Arthritis Foundation Exercise Program (AFEP);
 - 1.46.7. Walk With Ease (WWE) Self-directed; and

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1.46.8. Tai Ji Quan: Moving for a better balance.

1.47. The Contractor shall provide continuing education for physicians and healthcare teams listed in Subsection 1.21 to enhance community clinical linkages.

1.48. The Contractor shall expand all programming to WISEWOMAN participants, which includes but not limited to:

1.48.1. DPP;

1.48.2. BPSM;

1.48.3. Walk with Ease;

1.48.4. Enhance Fitness; and

1.48.5. YUSA's Healthy Weight Loss Program.

1.49. The Contractor shall build new partnerships with health systems, statewide, in order to expand all programming to WISEWOMAN participants.

1.50. The Contractor shall provide training and education on all current programs and referrals to the healthcare teams involved in the WISEWOMAN program.

1.51. The Contractor shall collaborate with healthcare organizations to increase bi-directional referral processes and systems to improve coordination of care.

1.52. The Contractor shall participate in monthly in-person, virtual and/or conference call meetings with the Department to review contract performance related to, but not limited to:

1.52.1. Activities.

1.52.2. Challenges.

1.52.3. Progress.

1.52.4. Evaluation updates such as enrollment numbers

1.52.5. Budget.

1.53. The Contractor shall work directly with the three Managed Care Organizations in the state of New Hampshire on working towards coverage for the DPP, BPSM, and DSMES.

1.54. The Contractor shall work directly with private insurance companies such as Cigna and Harvard Pilgrim to work towards achieving coverage for DPP, and BPSM.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health

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Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

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

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

3. Reporting Requirements

3.1. The Contractor shall submit quarterly reports to the Department no later than thirty (30) days after each quarter-end date that ensure recruitment, referral and enrollment into the chronic disease programs, which include, but are not limited to:

3.1.1. A brief narrative of the work and activities performed during the prior quarter.

3.1.2. A summary of work and activity plans for the upcoming quarter, approved by the Department, including, but not limited to:

3.1.2.1. Challenges and/or barriers to completing requirements.

3.1.2.2. Documented achievements.

3.1.2.3. Progress towards meeting the performance measures.

3.2. The Contractor shall submit an updated Work Plan including the baseline and target numbers for the performance indicators in Section 4, Performance Measures, to the Department within thirty (30) days of the Contract Amendment Effective Date.

3.3. The Contractor shall submit Quarterly Outcome Reports including aggregate data only for each Performance Indicator in Section 4, Performance Measures, to the Department no later than thirty (30) days after each quarter-end date.

3.4. The Contractor shall submit an Annual Evaluation Report and updated Work Plan to the Department no later than thirty (30) days prior to the end of each State Fiscal Year that must include, but is not limited to:

3.4.1. Total number of participants enrolled in all chronic disease programs as a result of clinical and in-house referrals.

3.4.2. Aggregate data demonstrating each program's success that may include, but is not limited to:

3.4.2.1. Participant weight loss.

3.4.2.2. Program attendance.

3.4.2.3. Participant retention rate.

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3.4.2.4. Documentation verifying ongoing CDC recognition for the DPP.

3.4.2.5. Documentation verifying DSMES accreditation through ADCES.

3.5. The Contractor shall submit a Final Evaluation Report to the Department by July 30th, 2023, that includes, but is not limited to:

3.5.1. The aggregate data specified in Subsection 3.4, above.

3.5.2. Enrollment numbers for each chronic disease program.

3.5.3. Program completion rates.

4. Performance Measures

4.1. The Contractor shall submit the baseline, target and actual performance indicators to the Department on an annual basis no later than thirty (30) days after each State Fiscal Year end date, in order for the Department to measure contracted services. Performance indicators include:

4.1.1. Number of new accredited/recognized DSMES programs or locations;

4.1.2. Number of DSMES encounters;

4.1.3. Number and proportion of patients served within healthcare organizations with systems to identify individuals with prediabetes and referred to DDPs;

4.1.4. Number of DPP enrollees and/or completers;

4.1.5. Number and proportion of patients within health systems with high blood pressure and/or high cholesterol referred to an evidence-based lifestyle program;

4.1.6. If community health worker (CHW) strategy selected, the number of CHW engaged in linkage to or delivery of DSMES, DPP and evidence-based programs for the management of high blood pressure and/or high cholesterol;

4.1.7. If pharmacy strategy selected, the number of pharmacists and/or pharmacies engaged in community-clinical linkage work;

4.1.8. Number of new startups mentored offering BPSM programs;

4.1.9. Number of new startups mentored offering DPP;

4.1.10. Number of seniors reached to enroll in chronic disease prevention and management programs;

4.1.11. Number of healthcare members trained to enhance community-clinical linkages;

4.1.12. Number of new staff trained to deliver AAEBI programs;

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

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

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

5.2. Culturally and Linguistically Appropriate Services (CLAS)

- 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.

5.3. Credits and Copyright Ownership

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

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

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

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

5.4. Operation of Facilities: Compliance with Laws and Regulations

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

6. Records

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

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the

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Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

Exhibit C-16 Budget Sheet

New Hampshire Department of Health and Human Services		
Complete one budget form for each budget period.		
Contractor Name: <u>The Granite Young Men's Christian Association</u>		
Budget Request for: <u>Heart Disease</u>		
Budget Period <u>July 1, 2023-June 30, 2024</u>		
Indirect Cost Rate (if applicable) <u>0.00%</u>		
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$25,000	\$7,500
2. Fringe Benefits	\$800	\$0
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communications	\$0	\$0
8. (b) Other - Education and Training	\$2,200	\$0
8. (c) Other - Other (specify below)		
Granite Y Memberships	\$0	\$7,500
scholarships..	\$22,000	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$50,000	\$15,000
Total Indirect Costs	\$0	\$0
TOTAL	\$50,000	\$15,000

Contractor Initials MS

Exhibit C-17 Budget Sheet

New Hampshire Department of Health and Human Services Complete one budget form for each budget period. Contractor Name: <u>The Granite Young Men's Christian Association</u> Budget Request for: <u>Heart Disease</u> Budget Period <u>July 1, 2024-June 30, 2025</u> Indirect Cost Rate (if applicable) <u>0.00%</u>		
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$25,000	\$7,500
2. Fringe Benefits	\$800	\$0
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communications	\$0	\$0
8. (b) Other - Education and Training	\$2,200	\$0
8. (c) Other - Other (specify below)		
Other (please specify)	\$0	\$7,500
Other (please specify)	\$22,000	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$50,000	\$15,000
Total Indirect Costs	\$0	\$0
TOTAL	\$50,000	\$15,000

Contractor Initials MS

Exhibit C-18 Budget Sheet

New Hampshire Department of Health and Human Services		
Complete one budget form for each budget period.		
Contractor Name: <i>The Granite Young Men's Christian Association</i>		
Budget Request for: <i>Diabetes</i>		
Budget Period: <i>July 1, 2023-June 30, 2024</i>		
Indirect Cost Rate (if applicable): <i>0.00%</i>		
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$25,000	\$7,500
2. Fringe Benefits	\$800	\$0
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communications	\$0	\$0
8. (b) Other - Education and Training	\$2,200	\$0
8. (c) Other - Other (specify below)		
<i>Other (please specify)</i>	\$0	\$7,500
<i>Other (please specify) -</i>	\$22,000	\$0
<i>Other (please specify)</i>	\$0	\$0
<i>Other (please specify)</i>	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$50,000	\$15,000
Total Indirect Costs	\$0	\$0
TOTAL	\$50,000	\$15,000

Contractor Initials MS

Exhibit C-19 Budget Sheet

New Hampshire Department of Health and Human Services
 Complete one budget form for each budget period.
 Contractor Name: The Granite Young Men's Christian Association
 Budget Request for: Diabetes
 Budget Period: July 1, 2024-June 30, 2025
 Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match.
1. Salary & Wages	\$25,000	\$7,500
2. Fringe Benefits	\$800	\$0
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communications	\$0	\$0
8. (b) Other - Education and Training	\$2,200	\$0
8. (c) Other - Other (specify below)		
Other (please specify)	\$0	\$7,500
Other (please specify)	\$22,000	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$50,000	\$15,000
Total Indirect Costs	\$0	\$0
TOTAL	\$50,000	\$15,000

Contractor Initials MS

Exhibit C-20 Budget Sheet

New Hampshire Department of Health and Human Services
 Complete one budget form for each budget period.
 Contractor Name: The Granite Young Men's Christian Association
 Budget Request for: Arthritis
 Budget Period July 1, 2023-June 30, 2024
 Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$25,000	\$7,500
2. Fringe Benefits	\$800	\$0
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communications	\$0	\$0
8. (b) Other - Education and Training	\$2,200	\$0
8. (c) Other - Other (specify below)		
Other (please specify)	\$0	\$7,500
Other (please specify)	\$22,000	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$50,000	\$15,000
Total Indirect Costs	\$0	\$0
TOTAL	\$50,000	\$15,000

Contractor Initials MS

Exhibit C-21 Budget Sheet

New Hampshire Department of Health and Human Services		
Complete one budget form for each budget period.		
Contractor Name: <u>The Granite Young Men's Christian Association</u>		
Budget Request for: <u>Arthritis</u>		
Budget Period: <u>July 1, 2024-June 30, 2025</u>		
Indirect Cost Rate (if applicable) <u>0.00%</u>		
Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$25,000	\$7,500
2. Fringe Benefits	\$800	\$0
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$0	\$0
8. (a) Other - Marketing/ Communications	\$0	\$0
8. (b) Other - Education and Training	\$2,200	\$0
8. (c) Other - Other (specify below)		
Other (please specify)	\$0	\$7,500
Other (please specify)	\$22,000	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$50,000	\$15,000
Total Indirect Costs	\$0	\$0
TOTAL	\$50,000	\$15,000

Contractor Initials MS

Exhibit C-22 Budget Sheet

RFP-2020-DPHS-09-HEART-01-A03

New Hampshire Department of Health and Human Services
 Complete one budget form for each budget period.
 Contractor Name: The Granite Young Men's Christian Association
 Budget Request for: Wisewoman
 Budget Period: July 1, 2023-June 30, 2024
 Indirect Cost Rate (if applicable) 0.00%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$0	\$3,000
2. Fringe Benefits	\$0	\$0
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$5,000	\$0
8. (a) Other - Marketing/ Communications	\$0	\$3,000
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)		
scholarships	\$0	\$0
Other (please specify):	\$15,000	\$0
Other (please specify)	\$0	\$0
Other (please specify)	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$20,000	\$6,000
Total Indirect Costs	\$0	\$0
TOTAL	\$20,000	\$6,000

Contractor Initials MS

Exhibit C-23 Budget Sheet

New Hampshire Department of Health and Human Services
 Complete one budget form for each budget period.
Contractor Name: The Granite Young Men's Christian Association
Budget Request for: Wisewoman
Budget Period: July 1, 2024-June 30, 2025
Indirect Cost Rate (if applicable): 0.00%

Line Item	Program Cost - Funded by DHHS	Program Cost - Contractor Share/ Match
1. Salary & Wages	\$0	\$3,000
2. Fringe Benefits	\$0	\$0
3. Consultants	\$0	\$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	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies Office	\$0	\$0
6. Travel	\$0	\$0
7. Software	\$5,000	\$0
8. (a) Other - Marketing/ Communications	\$0	\$3,000
8. (b) Other - Education and Training	\$0	\$0
8. (c) Other - Other (specify below)		
- Other (please specify)	\$15,000	\$0
- Other (please specify)	\$0	\$0
- Other (please specify)	\$0	\$0
- Other (please specify)	\$0	\$0
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$20,000	\$6,000
Total Indirect Costs	\$0	\$0
TOTAL	\$20,000	\$6,000

Contractor Initials MS

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

Lori A. Sblleaste
Commissioner

Patrick M. Tilley
Director

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

July 30, 2021

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

REQUESTED ACTION

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

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

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

See Attached Fiscal Details

EXPLANATION

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

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

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

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

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

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

The Department will monitor contracted services by:

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

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

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

Area served: Statewide

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

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

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. Shubinette
Commissioner

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

Fiscal Details

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

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

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

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

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

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

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

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

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2020, (Item #39), as amended on May 19, 2021, (Item 24), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and WHEREAS, the parties agree to increase the price limitation and modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$1,034,000.
2. Modify Exhibit B – Amendment 1, Scope of Services, by replacing in its entirety with Exhibit B – Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
3. Modify Exhibit C, Payment Terms, Section 1, to read:
 1. This Agreement is funded with 100% Federal Funds:
 - 1.1. 80% Federal Funds to Improve the Health of Americans Through Prevention and Management of Diabetes and Heart Disease, and Stroke; as awarded on May 13, 2021 by the Centers for Disease Control and Prevention (CDC), Prevention and Management of Diabetes and Heart Disease in NH, CFDA #93.426, FAIN NU58DP006515;
 - 1.2. 6% Federal Funds for Assistance Programs for Chronic Disease Prevention and Control, National Center for Chronic Disease Prevention and Health Promotion as awarded on April 9, 2021 by the CDC, New Hampshire Public Health Approaches to Addressing Arthritis, CFDA #93.945, FAIN NU58DP006448;
 - 1.3. 10% Federal Funds for Cancer Prevention and Control Programs for State, Territorial and Tribal Organizations as awarded on May 10, 2021 by the CDC, New Hampshire Breast & Cervical Cancer, Comprehensive Cancer & Cancer Registry Programs, CFDA #93.898, FAIN NU58DP006298; and
 - 1.4. 4% Federal Funds for Well-Integrated Screening and Evaluation for Women Across the Nation (WISEWOMAN) as awarded on June 28, 2021 by the CDC, New Hampshire WISEWOMAN, CFDA #93.436, FAIN NU58DP006836.
4. Modify Exhibit C, Payment Terms, Section 3, to read:
 3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1 Budget through Exhibit C-15 Budget, Amendment #2. The Contractor shall:
 - 3.1. Meet the in-kind match of an amount equal to a minimum of 30% of the total funding in this contract, in compliance with the funding requirements listed in Section 1, above.

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

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

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

State of New Hampshire
Department of Health and Human Services

7/29/2021

Date

DocuSigned by:

Patricia M. Tilley

8407B30F507D4CA

Name: Patricia M. Tilley

Title: Director

The Granite Young Men's Christian Association

7/26/2021

Date

DocuSigned by:

David Ports

8872E18F7CE04B7

Name: David Ports

Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

7/29/2021

Date

Designed by:

Takhmina Rakhmatova

PDF321C823C3AAC

Name: Takhmina Rakhmatova

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

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



Scope of Services

1. Statement of Work

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

DP

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



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

1.9.1. Begin implementation in Hillsborough County; and

1.9.2. Implement plan for cancer survivors and Livestrong program participants beginning in Coos County and rural NH.

1.10. The Contractor shall utilize strategies to implement the Community-Clinical Linkages Pilot Program, which include, but are not limited to:

1.10.1. Learning about the organizations and resources within the communities and clinical sectors to implement evidence-based approaches and interventions through community-clinical linkage responsive to the target population's needs, including:

1.10.1.1. Qualitative methods including but not limited to focus groups; and

1.10.1.2. Quantitative methods including but not limited to Geographic Information Systems data.

1.10.2. Identifying and engaging key stakeholders from community and clinical sectors, which may include, but are not limited to:

1.10.2.1. Local pharmacies in non-health care settings.

1.10.2.2. Employers.

1.10.2.3. Prisons and jails.

1.10.2.4. Faith-based organizations.

1.10.2.5. Community centers.

1.10.2.6. Volunteer organizations.

1.10.2.7. Nonprofit organizations.

1.10.2.8. Hospitals.

1.10.2.9. Federally Qualified Health Centers.

1.10.2.10. Rural clinics.

1.10.2.11. Oncologists.

1.10.2.12. Primary care physicians.

1.10.2.13. Cancer survivor support groups.

1.10.3. Soliciting the opinions, interests, concerns, and priorities of diverse key stakeholders from both community and clinical sectors in order to:

1.10.3.1. Ensure linkages are relevant and meaningful to stakeholders; and

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

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1.18.3.3. Reduce potential barriers to program enrollment.

1.19. The Contractor shall implement an integrated community approach involving partnerships and collaboration with and among clinicians, public health departments, schools and employers. The Contractor shall:

1.19.1. Collaborate with community health care providers and organizations to integrate community-based strategies that assist individuals to utilize the resources to manage, delay or prevent the development of chronic conditions and to assist with improving healthy behaviors.

1.19.2. Create and strengthen clinic-to-community linkages that enable health care providers to refer patients to evidence-based chronic disease prevention and management programs within the community.

1.19.3. Provide a simplified process to physicians for referring patients to preventive services, disease management services, and community-based organizations that provide evidence-based programming.

1.19.4. Provide diabetes prevention services that are available to members and non-members who are referred to the program through the network of community partners and referral sources

1.20. The Contractor shall develop a matrix identifying each stakeholder group and the existing connections.

1.21. The Contractor shall schedule meetings with potential stakeholders to:

1.21.1. Provide education on the DPP, Livestrong, BPSM and DSMES programs; and

1.21.2. Discuss stakeholders' potential role within the Contractor's chronic disease programs:

1.22. The Contractor shall utilize best practices to conduct outreach to health care providers, which may include, but is not limited to:

1.22.1. Physicians.

1.22.2. Nurses.

1.22.3. Physician Assistants.

1.22.4. Nurse Practitioners.

1.22.5. Diabetes Educators.

1.22.6. Dentists.

1.22.7. Health Educators.

1.22.8. Dieticians.

1.22.9. Pharmacists.

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

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

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

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

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

2. Exhibits Incorporated

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

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3. Reporting Requirements

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

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3.5.2. Enrollment numbers for each chronic disease program.

3.5.3. Program completion rates.

4. Performance Measures

4.1. The Contractor shall submit the baseline, target and actual performance indicators to the Department on an annual basis no later than thirty (30) days after each State Fiscal Year end date, in order for the Department to measure contracted services. Performance indicators include:

4.1.1. Number of new accredited/recognized DSMES programs or locations;

4.1.2. Number of DSMES encounters;

4.1.3. Number and proportion of patients served within healthcare organizations with systems to identify individuals with prediabetes and referred to DDPs;

4.1.4. Number of DPP enrollees and/or completers;

4.1.5. Number and proportion of patients within health systems with high blood pressure and/or high cholesterol referred to an evidence-based lifestyle program;

4.1.6. If community health worker (CHW) strategy selected, the number of CHW engaged in linkage to or delivery of DSMES, DPP and evidence-based programs for the management of high blood pressure and/or high cholesterol;

4.1.7. If pharmacy strategy selected, the number of pharmacists and/or pharmacies engaged in community-clinical linkage work;

4.1.8. Number of new Livestrong programs offered virtually and/or in person;

4.1.9. Number of patients referred to Livestrong from health systems;

4.1.10. Number of Livestrong enrollees and completers;

4.1.11. Number of Livestrong enrollees who had positive outcomes between pre/post test and what those outcomes were;

4.1.12. Number of new startups mentored offering BPSM programs;

4.1.13. Number of new startups mentored offering DPP;

4.1.14. Number of seniors reached to enroll in chronic disease prevention and management programs;

4.1.15. Number of healthcare members trained to enhance community-clinical linkages;

4.1.16. Number of new staff trained to deliver AAEBI programs;

4.1.17. Number and type of new AAEBI programs offered;

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- 4.1.18. Number of participants attending AAEBI programs; and
- 4.1.19. Number of WISEWOMAN participants enrolled in Chronic Disease Programs.
- 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.
- 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
- 5. **Additional Terms**
 - 5.1. **Impacts Resulting from Court Orders or Legislative Changes**
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
 - 5.2. **Culturally and Linguistically Appropriate Services (CLAS)**
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
 - 5.3. **Credits and Copyright Ownership**
 - 5.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
 - 5.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

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Date 7/26/2021

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

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

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

5.4. Operation of Facilities: Compliance with Laws and Regulations

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

6. Records

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

- 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
- 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories,

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valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

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

Exhibit C-3 Budget, Amendment #2

New Hampshire Department of Health and Human Services

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 54,431.75	\$ -	\$ 54,431.75	\$ 1,850.00	\$ -	\$ 1,850.00	\$ 52,481.75	\$ -	\$ 52,481.75
2. Employee Benefits	\$ 8,571.75	\$ -	\$ 8,571.75	\$ 282.50	\$ -	\$ 282.50	\$ 8,289.25	\$ -	\$ 8,289.25
3. Consultants	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
4. Equipment:	\$ 700.00	\$ -	\$ 700.00	\$ -	\$ -	\$ -	\$ 700.00	\$ -	\$ 700.00
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ 400.00	\$ -	\$ 400.00	\$ 400.00	\$ -	\$ 400.00	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ 500.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ -	\$ -	\$ -
Postage	\$ 25.00	\$ -	\$ 25.00	\$ 25.00	\$ -	\$ 25.00	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 250.00	\$ -	\$ 250.00	\$ 250.00	\$ -	\$ 250.00	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 18,000.00	\$ -	\$ 18,000.00	\$ 6,000.00	\$ -	\$ 6,000.00	\$ 12,000.00	\$ -	\$ 12,000.00
10. Marketing/Communications	\$ 20,500.00	\$ -	\$ 20,500.00	\$ -	\$ -	\$ -	\$ 20,500.00	\$ -	\$ 20,500.00
11. Staff Education and Training	\$ 3,400.00	\$ -	\$ 3,400.00	\$ 400.00	\$ -	\$ 400.00	\$ 3,000.00	\$ -	\$ 3,000.00
12. Subcontract/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specify details mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
program support	\$ 112,404.50	\$ -	\$ 112,404.50	\$ 45,585.50	\$ -	\$ 45,585.50	\$ 67,034.00	\$ -	\$ 67,034.00
program support stipends	\$ 8,500.00	\$ -	\$ 8,500.00	\$ -	\$ -	\$ -	\$ 8,500.00	\$ -	\$ 8,500.00
TOTAL	\$ 754,883.00	\$ -	\$ 754,883.00	\$ 54,183.00	\$ -	\$ 54,183.00	\$ 180,652.00	\$ -	\$ 180,652.00

Indirect As A Percent of Direct 0.0%

Exhibit C-7 Budget, Amendment #2

New Hampshire Department of Health and Human Services											
State Name:		The Granite Young Men's Christian Association									
Budget Request for:		Heart Disease and Diabetes Community-Critical Usage Pilot - Blood Pressure Self-Monitoring Program									
Budget Period:		SFY 2022									
Line Item	Total Program Cost				Contractor Share / Match			Funded by DHS grant/ share			
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	Share	
1. Total Salaries/Wages	86,431.60		86,431.60	1,850.00		1,850.00					
2. Employee Benefits	6,372.00		6,372.00	242.85		242.85					
3. Contractors	200.00		200.00	200.00		200.00					
4. Equipment	200.00		200.00						200.00		
A. Asset											
B. Repair and Maintenance											
C. Purchases/Consumables											
5. Supplies											
A. Educational	450.00		450.00	450.00		450.00					
B. Lab											
C. Pharmacy											
D. Medical											
E. Office											
6. Travel	500.00		500.00	500.00		500.00					
7. Occupancy	6,000.00		6,000.00	6,000.00		6,000.00					
8. Current Expenses											
A. Telephone	200.00		200.00	200.00		200.00					
B. Postage	75.00		75.00	75.00		75.00					
C. Subscriptions											
D. Audit and Legal											
E. Insurance	250.00		250.00	250.00		250.00					
F. Board Expenses											
9. Salaries	13,000.00		13,000.00	1,000.00		1,000.00			12,000.00		
10. Staffing/Consultants	13,000.00		13,000.00								
11. Staff Education and Training	10,000.00		10,000.00	400.00		400.00			9,600.00		
12. Information Technology											
13. Other (specify below if necessary)											
Program Support Expenses	6,500.00		6,500.00								
TOTAL	168,123.60		168,123.60	14,123.75		14,123.75			154,000.00		

Exhibit C-12 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: The Grants Young Men's Christian Association

Budget Request for: Heart Disease and Diabetes Community-Driven Usage Pkcs - Cancer Program

Budget Period: QFY 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by OTHER sources		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Youth Salary/Wages	0	70,000.00	70,000.00	0	0	0	0	0	0
2. Employee Benefits	0	100.00	100.00	0	0	0	0	0	0
3. Consultants	0	0	0	0	0	0	0	0	0
4. Equipment	0	0	0	0	0	0	0	0	0
Travel	0	0	0	0	0	0	0	0	0
Repair and Maintenance	0	0	0	0	0	0	0	0	0
Purchase/Lease/Leasehold	0	0	0	0	0	0	0	0	0
5. Supplies	0	0	0	0	0	0	0	0	0
Educational	0	0	0	0	0	0	0	0	0
Lab	0	0	0	0	0	0	0	0	0
Pharmacy	0	0	0	0	0	0	0	0	0
Medical	0	0	0	0	0	0	0	0	0
Office	0	0	0	0	0	0	0	0	0
6. Travel	0	300.00	300.00	0	0	0	0	0	0
7. Occupancy	0	4,000.00	4,000.00	0	0	0	0	0	0
8. Capital Equipment	0	0	0	0	0	0	0	0	0
Telephone	0	0	0	0	0	0	0	0	0
Postage	0	0	0	0	0	0	0	0	0
Subscriptions	0	0	0	0	0	0	0	0	0
Audit and Legal	0	0	0	0	0	0	0	0	0
Insurance	0	0	0	0	0	0	0	0	0
Special Expenses	0	0	0	0	0	0	0	0	0
9. Software	0	0	0	0	0	0	0	0	0
10. Marketing/Communications	0	0	0	0	0	0	0	0	0
11. Staff Education and Training	0	0	0	0	0	0	0	0	0
12. Subcontract/Agreements	0	0	0	0	0	0	0	0	0
13. Other (include details mandatory)	0	0	0	0	0	0	0	0	0
PROCYAN SUBTOTAL	0	13,500.00	13,500.00	13,500.00	0	13,500.00	0	0	13,500.00
Contractor/Indirect Support	0	0	0	0	0	0	0	0	0
TOTAL	0	104,000.00	104,000.00	13,500.00	0	13,500.00	0	0	13,500.00

Indirect As A Percent of Direct 0.0%

Exhibit C-13 Budget, Amendment #2

New Hampshire Department of Health and Human Services

Contractor Name: The Granite Young Men's Christian Association

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

Budget Period: FFY 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 11,500.00		\$ 11,500.00	\$ 3,000.00		\$ 3,000.00	\$ 4,500.00		\$ 4,500.00
2. Employee Benefits	\$ 500.00		\$ 500.00	\$ 150.00		\$ 150.00	\$ 225.00		\$ 225.00
3. Contracting									
4. Equipment									
Rental									
Repairs and Maintenance									
Purchase/Construction									
5. Supplies:									
Professional									
Lab									
Pharmacy									
Medical									
Office	\$ 300.00		\$ 300.00	\$ 100.00		\$ 100.00	\$ 150.00		\$ 150.00
6. Travel									
7. Occupancy									
8. Current Expenses									
Telephony									
Postage									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontracting/Procurement									
13. Other (Specify below if necessary)									
Cultural/Unrelated Support	\$ 13,000.00		\$ 13,000.00				\$ 13,000.00		\$ 13,000.00
TOTAL	\$ 25,000.00		\$ 25,000.00	\$ 3,150.00		\$ 3,150.00	\$ 4,875.00		\$ 4,875.00

Indirect At A Percent of Direct 0%

Exhibit C-14 Budget, Amendment #2

New Hampshire Department of Health and Human Services											
Contractor Name: The Granite Young Men's Christian Association											
Budget Request for: Heart Disease and Diabetes Community-Clinical Outreach Pilot - WSCWOMAN Program											
Budget Period: CFY 2022											
Line Item	Total Program Cost			Contractor (Allow Match)			Funded by DPHS awarded others				
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/Wages	\$	1,600.00	\$	1,600.00	\$	1,600.00	\$	1,600.00	\$	1,600.00	
2. Employee Benefits	\$	100.00	\$	100.00	\$	100.00	\$	100.00	\$	100.00	
3. Consultants	\$	100.00	\$	100.00	\$	100.00	\$	100.00	\$	100.00	
4. Equipment	\$		\$		\$		\$		\$		
Rental	\$		\$		\$		\$		\$		
Repair and Maintenance	\$		\$		\$		\$		\$		
Purchase/Construction	\$		\$		\$		\$		\$		
5. Supplies	\$		\$		\$		\$		\$		
Educational	\$		\$		\$		\$		\$		
Lab	\$		\$		\$		\$		\$		
Pharmacy	\$		\$		\$		\$		\$		
Medical	\$		\$		\$		\$		\$		
Office	\$		\$		\$		\$		\$		
6. Travel	\$		\$		\$		\$		\$		
7. Occupancy	\$		\$		\$		\$		\$		
8. Current Expenses	\$		\$		\$		\$		\$		
Telephone	\$		\$		\$		\$		\$		
Postage	\$		\$		\$		\$		\$		
Reproduction	\$		\$		\$		\$		\$		
Arts and Craft	\$		\$		\$		\$		\$		
Insurance	\$		\$		\$		\$		\$		
Travel Expense	\$		\$		\$		\$		\$		
9. Software	\$		\$		\$		\$		\$		
10. Materials/Commodities	\$		\$		\$		\$		\$		
11. Staff Education and Training	\$		\$		\$		\$		\$		
12. Infrastructure Improvements	\$		\$		\$		\$		\$		
13. Other (Specify all are mandatory)	\$		\$		\$		\$		\$		
PROGRAM SUPPORT	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	\$	20,000.00	
Contract Support	\$		\$		\$		\$		\$		
TOTAL	\$	21,800.00	\$	21,800.00	\$	21,800.00	\$	21,800.00	\$	21,800.00	

Exhibit C-15 Budget, Amendment #2

New Hampshire Department of Health and Human Services									
Contractor Name: The Granite Young Men's Christian Association									
Budget Request for: Heart Disease and Diabetes Community-Clinical Usage Pilot - WCEVOMAN Program									
Budget Period: 6FY 2021									
Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS (contract share)		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	1,000.00		1,000.00	1,000.00		1,000.00			
2. Employee Benefits	100.00		100.00	100.00		100.00			
3. Computers	200.00		200.00	200.00		200.00			
4. Equipment									
Reprint									
Repair and Maintenance									
Purchase/Construction									
5. Supplies									
Educational									
Lab									
Miscellaneous									
Medical									
Office									
6. Travel									
7. Contingency									
8. Current Expenses									
Telephone									
Printing									
Subscriptions									
Auto and Legal									
Insurance									
Board Expenses									
9. Salaries									
10. Marketing/Communications									
11. Staff Education and Training									
12. Subcontract Agreements									
13. Other (specify each monetary)									
PROGRAM SUPPORT									
Contract Indirect Support			23,000.00						23,000.00
TOTAL	14,000.00		14,000.00	6,000.00		6,000.00	8,000.00		14,000.00

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

Lori A. Sibilante
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4877 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 12, 2021

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

REQUESTED ACTION

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

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

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

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

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

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

06-95-080-902010-70480000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, ARTHRITIS

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

EXPLANATION

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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activity programs. Inclusion of these new physical activity programs is expected to also improve outcomes related to diabetes and heart disease.

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

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

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

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

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 4 of 4

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

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

Area served: Statewide

Source of Funds: CFDA #93.426, FAIN #NU58DP006515, and CDFA #93.945, FAIN #NU58DP008448.

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. Shibnette
Commissioner

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



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

This 1st Amendment to the Heart Disease and Diabetes Community-Clinical Linkage Pilot contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Granite Young Men's Christian Association, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 117 Market Street Manchester NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 24, 2020, (Item #39), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

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

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

\$694,000.

2. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B Amendment #1 Scope of Services, which is which is attached hereto and incorporated by reference herein, in order to update services provided by the Contractor to include programs related to arthritis and heart disease.

3. Modify Exhibit C, Methods and Conditions Precedent to Payment, Section 1, to read:

- 1.2 91% Federal Funds to Improve the Health of Americans Through Prevention and Management of Diabetes and Heart Disease, and Stroke; as awarded on May 13, 2020, by the Centers for Disease Control and Prevention (CDC), prevention and Management of Diabetes and Heart Disease in NH, CFDS #93.426, FAIN NU58DP006515; and

- 1.3 9% Federal Funds to Assistance Programs for Chronic Disease Prevention and Control; National Center for Chronic Disease Prevention and Health Promotion as awarded on October 19, 2020, by the Centers for Disease Control and Prevention (CDC), New Hampshire Public Health Approaches to Addressing Arthritis, CFDA #93.945, FAIN# NU58DP006448.

4. Modify Exhibit C, Payment Terms, Section 3, to read:

3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1 Budget through Exhibit C-11 Budget, Amendment #1. The Contractor shall:

- 3.1. Provide the services in Exhibit B, Scope of Services in compliance with funding requirements listed in Section 1.



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

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



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

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

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

State of New Hampshire
Department of Health and Human Services

5/4/2021

Date

DocuSigned by:
Lisa M. Morris
Name: Lisa M. Morris
Title: Director, Division of Public Health Svcs.

The Granite Young Men's Christian Association

4/22/2021

Date

DocuSigned by:
David Ports
Name: David Ports
Title: President and CEO

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



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

OFFICE OF THE ATTORNEY GENERAL

5/4/2021

Date

Digitized by:

Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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



Scope of Services

1. Statement of Work

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

The Granite Young Men's Christian Association

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Contractor Initials

DP

Date

4/22/2021

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



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

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

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

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

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

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

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

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

2. Exhibits Incorporated

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

3. Reporting Requirements

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

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- 3.1.2. A summary of work and activity plans for the upcoming quarter, approved by the Department, including, but not limited to:
 - 3.1.2.1. Challenges and/or barriers to completing requirements.
 - 3.1.2.2. Documented achievements.
 - 3.1.2.3. Progress towards meeting the performance measures.
 - 3.2. The Contractor shall submit Quarterly Outcome Reports of aggregate data only for each Performance Measure in Section 4 below to the Department within thirty (30) days of each quarter end date.
 - 3.3. The Contractor shall submit an updated work plan that includes baseline and target numbers to the Department within thirty (30) days of the required kick-off meeting following the contract effective date and any amendments to this Agreement.
- 4. Performance Measures**
- 4.1. The Department will utilize the following tools to measure performance, which shall be achieved annually and monitored on a monthly basis:
 - 4.1.1. Monthly in-person, electronic and/or conference call meetings with the Department to review contract performance related to, but not limited to:
 - 4.1.1.1. Activities.
 - 4.1.1.2. Challenges.
 - 4.1.1.3. Progress.
 - 4.1.1.4. Budget.
 - 4.1.2. Baseline and target numbers are submitted to the Department within ninety (90) days of the contract effective date in order for the Department to compare baseline and target performance indicators to actuals. Target performance indicators include:
 - 4.1.2.1. Number of new accredited/recognized DSMES programs or locations;
 - 4.1.2.2. Number of DSMES encounters;
 - 4.1.2.3. Number and proportion of patients served within healthcare organizations with systems to identify individuals with prediabetes and referred to NDDPs;
 - 4.1.2.4. Number of NDPP enrollees/completers and
 - 4.1.2.5. Number and proportion of patients within health systems with high blood pressure and/or high cholesterol referred to an evidence-based lifestyle program.

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- 4.1.2.6. If community health worker (CHW) strategy selected, the number of CHW engaged in linkage to or delivery of DSMES, NDPP and evidence-based programs for the management of high blood pressure and/or high cholesterol.
- 4.1.2.7. If pharmacy strategy selected, the number of pharmacists and/or pharmacies engaged in community-clinical linkage work.
- 4.1.2.8. Number of new startups mentored offering BPSM programs.
- 4.1.2.9. Number of new startups mentored offering DPP.
- 4.1.2.10. Number of seniors reached to enroll in chronic disease prevention and management programs.
- 4.1.2.11. Number of healthcare members trained to enhance community-clinical linkages.
- 4.1.2.12. Number of new staff trained to deliver AAEBI programs.
- 4.1.2.13. Number and type of new AAEBI programs offered.
- 4.1.2.14. Number of participants attending AAEBI programs.
- 4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.
- 4.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 4.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.
5. **Additional Terms**
 - 5.1. **Impacts Resulting from Court Orders or Legislative Changes**
 - 5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
 - 5.2. **Culturally and Linguistically Appropriate Services (CLAS)**
 - 5.2.1. The Contractor shall submit and comply with a detailed description of the language assistance services they will provide to persons with limited English proficiency and/or hearing impairment to ensure

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

5.3. Credits and Copyright Ownership

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

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

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

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

5.4. Operation of Facilities: Compliance with Laws and Regulations

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

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

6. Records

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

Exhibit C-3 Budget, Amendment #1

New Hampshire Department of Health and Human Services

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

Line Item	Total Program Cost			Contractor Share (15%)			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Year Salaries/wages	28,437.75		28,437.75	4,265.66		4,265.66	24,172.09		24,172.09
2. Employee benefits	8,371.75		8,371.75	1,255.76		1,255.76	7,115.99		7,115.99
3. Consultants	200.00		200.00	30.00		30.00	170.00		170.00
4. Equipment	200.00		200.00				200.00		200.00
Manual									
Repair and Maintenance									
Psychological Services									
5. Supplies									
Educational	400.00		400.00	60.00		60.00	340.00		340.00
Lab									
Pharmacy									
Medical									
Office	200.00		200.00	30.00		30.00	170.00		170.00
6. Travel									
7. Occupancy	1,000.00		1,000.00	150.00		150.00	850.00		850.00
8. Concessions									
Telephone	200.00		200.00	30.00		30.00	170.00		170.00
Postage	25.00		25.00	3.75		3.75	21.25		21.25
Subscriptions									
Aids and Legal									
Insurance	750.00		750.00	112.50		112.50	637.50		637.50
Board Expenses									
9. Software	1,000.00		1,000.00	150.00		150.00	850.00		850.00
10. Meetings/Conferences	20,000.00		20,000.00	3,000.00		3,000.00	17,000.00		17,000.00
11. Staff Education and Training	400.00		400.00	60.00		60.00	340.00		340.00
12. Subcontract Agreements									
13. Other (specify excess necessary program support)	27,487.50		27,487.50	4,123.13		4,123.13	23,364.37		23,364.37
TOTAL	144,333.00		144,333.00	21,647.44		21,647.44	122,685.56		122,685.56

Exhibit C-6 Budget, Amendment #1

New Hampshire Department of Health and Human Services

Bidder Name: The Grants YMCA
 Budget Request for: Heart Disease and Obesity Community Clinical Outreach Pilot - Blood Pressure Self-Monitoring Program
 Budget Period: July 1, 2023 through June 30, 2024

Line Item	Total Program Cost			Contractor Share Match			Funded by DHHHS Contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Allowances	25,365.50		25,365.50	1,500.00		1,500.00	26,865.50		26,865.50
2. Employee Benefits	7,365.75		7,365.75	450.00		450.00	7,815.75		7,815.75
3. Contractors	18,913.00		18,913.00	1,050.00		1,050.00	20,013.00		20,013.00
4. Expenses	400.00		400.00	250.00		250.00	650.00		650.00
Food							400.00		400.00
Rental and maintenance									
Printing/Reproduction									
5. Supplies	450.00		450.00	250.00		250.00	700.00		700.00
Educational									
Log									
Postage									
Medical									
Office									
6. Travel	4,434.50		4,434.50	2,660.70		2,660.70	7,095.20		7,095.20
7. Occupancy	3,000.00		3,000.00	1,800.00		1,800.00	4,800.00		4,800.00
A. Current Expenses									
Telephone	300.00		300.00	180.00		180.00	480.00		480.00
Rentals	3,075.00		3,075.00	1,845.00		1,845.00	4,920.00		4,920.00
Health and Legal									
Insurance	150.00		150.00	90.00		90.00	240.00		240.00
Other Expenses									
B. Salaries	4,800.00		4,800.00	2,880.00		2,880.00	7,680.00		7,680.00
10. Information/Communications	50,000.00		50,000.00	30,000.00		30,000.00	80,000.00		80,000.00
11. Staff Education and Training	9,483.00		9,483.00	5,689.80		5,689.80	15,172.80		15,172.80
12. Subcontractors/Agencies									
13. Other (Specify each necessary)									
Program Support	10,565.75		10,565.75	6,339.45		6,339.45	16,905.20		16,905.20
TOTAL	227,508.00		227,508.00	13,108.00		13,108.00	240,616.00		240,616.00

Indirect As A Percent of Direct: 0.0%

Order Number: 670297-CA-18-010-007C3004

Exhibit C-9 Budget, Amendment #1

New Hampshire Department of Health and Human Services

Bidder Name: The Grants YMC

Budget Request No: A9703

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

Line Item	Total Program Cost			Contractor Share / Match			Funded by SMH's contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salaries/wages	8,000.00		8,000.00	3,000.00		3,000.00	5,000.00		5,000.00
2. Employee Benefits									
3. Computation									
4. Equipment									
Manual									
Repair and Maintenance									
Purchase/Replacement									
5. Supplies									
Educational									
Lab									
Pharmacy									
Medical									
Office									
6. Travel									
7. Occupancy									
8. Current Expenses									
Telephone									
Printing									
Subscriptions									
Audit and Legal									
Insurance									
Board Expenses									
9. Software									
10. Construction/Improvements									
11. Staff Education and Training	4,000.00		4,000.00				4,000.00		4,000.00
12. Subcontract/Agreements									
13. Other (specific contract necessary)									
PROGRAM SUPPORT	7,000.00		7,000.00	7,000.00		7,000.00	15,000.00		15,000.00
TOTAL	34,000.00		34,000.00	17,000.00		17,000.00	21,000.00		21,000.00

Percent As A Percent of Direct

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Exhibit C-10 Budget, Amendment #1

New Hampshire Department of Health and Human Services

Order Name: The Grants YMCA
 Budget Request for: AYVCS
 Budget Period: July 1, 2021 through June 30, 2022

Line Item	Total Program Cost			Covered by State FM 22.5			Funded by OPHS covered share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 8,000.00	\$ -	\$ -	\$ -
2. Employee Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3. Computers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Furniture/Decorations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Aids and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Salary	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Support/Travel/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Other (specific dollar amounts)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PROGRAM SUPPORT	\$1,000.00	\$ -	\$1,000.00	\$1,000.00	\$ -	\$1,000.00	\$1,000.00	\$ -	\$1,000.00
TOTAL	\$9,000.00	\$ -	\$9,000.00	\$8,000.00	\$ -	\$8,000.00	\$2,000.00	\$ -	\$2,000.00

Includes As A Percent of Direct: 22.2%

DocuSign Envelope ID: 80F0971E-8CA-48D47D-00F0E81C7A

Exhibit C-11 Budget Amendment #1

New Hampshire Department of Health and Human Services											
Order Form:		The Grants YMCA									
Budget Request for:		AYMCO									
Budget Period:		July 1, 2022 through June 30, 2023									
Line Item	Total Program Cost			Construction Share 7 Month			Funded by DPHHS construction			Total	
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total		
1. Total Salary/wages	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 8,000.00	
2. Employee Benefits	-	-	-	-	-	-	-	-	-	-	
3. Construction	-	-	-	-	-	-	-	-	-	-	
4. Equipment	-	-	-	-	-	-	-	-	-	-	
5. Rental	-	-	-	-	-	-	-	-	-	-	
6. Repair and Maintenance	-	-	-	-	-	-	-	-	-	-	
7. Purchases/Procurement	-	-	-	-	-	-	-	-	-	-	
8. Supplies	-	-	-	-	-	-	-	-	-	-	
9. Educational	-	-	-	-	-	-	-	-	-	-	
10. Lab	-	-	-	-	-	-	-	-	-	-	
11. Pharmacy	-	-	-	-	-	-	-	-	-	-	
12. Medical	-	-	-	-	-	-	-	-	-	-	
13. Office	-	-	-	-	-	-	-	-	-	-	
14. Travel	-	-	-	-	-	-	-	-	-	-	
15. Occupancy	-	-	-	-	-	-	-	-	-	-	
16. Current Expenses	-	-	-	-	-	-	-	-	-	-	
17. Telephone	-	-	-	-	-	-	-	-	-	-	
18. Postage	-	-	-	-	-	-	-	-	-	-	
19. Subscriptions	-	-	-	-	-	-	-	-	-	-	
20. Audit and Legal	-	-	-	-	-	-	-	-	-	-	
21. Insurance	-	-	-	-	-	-	-	-	-	-	
22. Board Expenses	-	-	-	-	-	-	-	-	-	-	
23. Software	-	-	-	-	-	-	-	-	-	-	
24. Consulting/Communications	-	-	-	-	-	-	-	-	-	-	
25. Staff Education and Training	-	-	-	-	-	-	-	-	-	-	
26. Subcontracting services	-	-	-	-	-	-	-	-	-	-	
27. Other (specify activity number)	-	-	-	-	-	-	-	-	-	-	
PROGRAM TOTAL	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 8,000.00	
TOTAL	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 8,000.00	\$ -	\$ 8,000.00	\$ 8,000.00	

39 mac



Lori A. Sibilante
Comptroller

Lisa M. Morris
Director

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

39 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-853-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 12, 2020

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

REQUESTED ACTION

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

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

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

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

EXPLANATION

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

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

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

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

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

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

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

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

Page 3 of 3

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

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

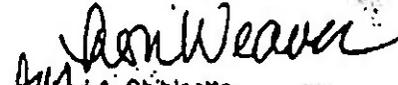
Should the Governor and Council not authorize this request, individuals in New Hampshire will not receive referrals from their primary care providers for evidence-based chronic disease prevention and management services within their communities. In the absence of these referrals, disease morbidity and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

Area served: Statewide

Source of Funds: CFDA #93.426, FAIN NU58DP006515

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

Respectfully submitted,


James A. Shiblette
Commissioner



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

Heart Disease and Diabetes Community
Clinical Linkage Pilot

RFP Name

RFP-2020-DPHS-09-HEART

RFP Number

Reviewer Names

Bidder Name

1. Granite Young Men's Christian Association

2.

3.

Pass/Fail	Maximum Points	Actual Points
	700	627.5

1. Marisa Lara, Administrator I

2. Emily Bird, Program Planner III

3. Lisa Corman, Program specialist IV

4. Ellen Chase-Lucard, Administrator II

5. Amy Bergquist, Finance Administrator

FORM NUMBER P-37 (version 12/11/2019)

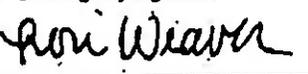
Subject: Heart Disease and Diabetes Community-Clinical Linkage Pilot (RFP-2020-DPHS-09-HEART-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION			
1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Picasani Street Concord, NH 03301-3837	
1.3 Contractor Name The Granite Young Men's Christian Association		1.4 Contractor Address 117 Market Street Manchester NH 03101	
1.5 Contractor Phone Number (603) 782-2801	1.6 Account Number 05-95-90-902010-12270000	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$350,000
1.9 Contracting Officer for State Agency Nathan O. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 6-11-20		1.12 Name and Title of Contractor Signatory David Pinos, President/CEO	
1.13 State Agency Signature  Date: 6-12-20		1.14 Name and Title of State Agency Signatory Lori Weaver, Deputy Commissioner	
1.15 Approval By the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>Catherine Pinos</u> On: <u>06/12/20</u>			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.1 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.7 and 1.4, herein.

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

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

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

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

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

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

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

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

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



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to two (2) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

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

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

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

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

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

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

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

2. Exhibits Incorporated

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

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accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.

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

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

3. Reporting Requirements

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

3.1.1. A brief narrative of the work and activities performed during the prior quarter.

3.1.2. A summary of work and activity plans for the upcoming quarter, approved by the Department, including, but not limited to:

3.1.2.1. Challenges and/or barriers to completing requirements.

3.1.2.2. Documented achievements.

3.1.2.3. Progress towards meeting the performance measures.

3.2. The Contractor shall submit Quarterly Outcome Reports of aggregate data only for each Performance Measure in Section 4 below to the Department within thirty (30) days of each quarter end date.

4. Performance Measures

4.1. The Department will utilize the following tools to measure performance, which shall be achieved annually and monitored on a monthly basis:

4.1.1. Monthly in-person, electronic and/or conference call meetings with the Department to review contract performance related to, but not limited to:

4.1.1.1. Activities.

4.1.1.2. Challenges.

4.1.1.3. Progress.

4.1.1.4. Budget.

4.1.2. Baseline and target numbers are submitted to the Department within ninety (90) days of the contract effective date in order for the Department to compare baseline and target performance indicators to actuals. Target performance indicators include:

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

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

5.3. Credits and Copyright Ownership

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

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

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

5.3.3.1. Brochures.

5.3.3.2. Resource directories.

5.3.3.3. Protocols or guidelines.

5.3.3.4. Posters.

5.3.3.5. Reports.

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

5.4. Operation of Facilities: Compliance with Laws and Regulations

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

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

6. Records

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

6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

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Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% Federal Funds to Improve the Health of Americans Through Prevention and Management of Diabetes and Heart Disease, and Stroke; as awarded on May 13, 2020, by the Centers for Disease Control and Prevention (CDC), Prevention and Management of Diabetes and Heart Disease in NH, CFDA #93.428, FAIN NU580P008515.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.330.
 - 2.2. The Indirect Cost Rate of 0% applies in accordance with 2 CFR §200.414.
 - 2.3. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line items, as specified in Exhibits C-1 Budget through Exhibit C-8 Budget.
4. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSCContractBilling@dhhs.nh.gov, or invoices may be mailed to:

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

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

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

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Entity Name: The Cradle YMCA
 Request Number: New Orleans and Orleans Parish Charity-Crisis Shelter - Orleans Prevention Program
 Request Period: Effective Date through April 30, 2020

Account	2019 Actual	2020 Budget	2020 Actual	2020 Budget	2020 Actual	2020 Budget	2020 Actual	2020 Budget
1. Total Expenditures	8,114.00	8,114.00		8,114.00		8,114.00		8,114.00
1.1. Employee Salaries	7,548.33	7,548.33		7,548.33		7,548.33		7,548.33
1.2. Contractual	565.67	565.67		565.67		565.67		565.67
1.3. Materials								
1.4. Travel								
1.5. Telephone								
1.6. Office	1,000.00	1,000.00	144.00	1,000.00	144.00	1,000.00	144.00	1,000.00
1.7. Other								
1.8. Depreciation	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
1.9. Capital Expenses								
1.10. Printing	18.67	18.67	18.67	18.67	18.67	18.67	18.67	18.67
1.11. Postage	7.50	7.50	7.50	7.50	7.50	7.50	7.50	7.50
1.12. Repairs								
1.13. Insurance								
1.14. Other	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00
1.15. Staff Training	17,500.00	17,500.00	17,500.00	17,500.00	17,500.00	17,500.00	17,500.00	17,500.00
1.16. Other	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00
TOTAL	25,284.00	25,284.00	7,353.50	25,284.00	7,353.50	25,284.00	7,353.50	25,284.00

Subject to a Portion of Direct

Exhibit C-2 Budget

New Hampshire Department of Health and Human Services

Budget Fiscal Year: 2020
Budget Period: July 1, 2019 through June 30, 2020

Fund Name: The Grants YMCAs
Program Name: Rural Outreach and Outreach Community Outreach Programs - Domestic Prevention Program

Line Item	Local Agency or Local		Contractor Shared / Match		Funded by OASD shared share	
	Original	Revised	Original	Revised	Original	Revised
1. Total Available	11,220,000	11,220,000	1,000,000	1,000,000	1,000,000	1,000,000
2. Personnel	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
3. Materials	100,000	100,000	100,000	100,000	100,000	100,000
4. Travel	100,000	100,000	100,000	100,000	100,000	100,000
5. Other (includes shared resources)	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000	1,020,000
TOTAL	11,220,000	11,220,000	1,000,000	1,000,000	1,000,000	1,000,000

Exhibit C-4 Budget

New Hampshire Department of Health and Human Services

Order Name: The Grange YMC
 Budget Awarded For: Non-Dues and Charitable Contributions - Child Usage Fee - Children's Prevention Program
 Budget Period: July 1, 2021 through June 30, 2022

Line Item	Total Program Cost		Commodity Costs (2021)		Commodity Costs (2022)		Total Program Cost	
	2021	2022	2021	2022	2021	2022	2021	2022
1. Year 1 Budget	1,200.00		1,200.00				1,200.00	
2. Employee Benefits	6,400.00		6,400.00				6,400.00	
3. Contract	500.00		500.00	200.00	500.00		700.00	
4. Equipment	300.00		300.00	300.00	300.00		600.00	
5. Material								
6. Rental and Maintenance								
7. Supplies								
8. Travel								
9. Contingency	1,000.00		1,000.00	1,000.00	1,000.00		2,000.00	
10. Other	200.00		200.00	200.00	200.00		400.00	
11. Insurance	300.00		300.00	300.00	300.00		600.00	
12. Other (Specify below)								
13. Total	12,200.00		12,200.00	2,800.00	2,800.00		15,000.00	
14. Total	12,200.00		12,200.00	2,800.00	2,800.00		15,000.00	

DATE: 11/15/11
BY: [Signature]

Order C-5 Budget
The Order C-5 Budget is a budget for the
The Order C-5 Budget is a budget for the

Account	10/11	11/11	12/11	13/11	14/11	15/11	16/11	17/11	18/11	19/11	20/11	21/11	22/11	23/11	24/11	25/11	26/11	27/11	28/11	29/11	30/11	Total	
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Exhibit C-5 Budget

Exhibit C-6 Budget

New Managerial Organization of Youth and Human Services

Entity Name: The Credits YMC
 Budget Request For: Youth Center and Outreach Community/Child Welfare Plus - Best Practice Substantiating Program
 Budget Period: July 1, 2020 through June 30, 2021

Line Item	2020	2021	2022	2023	2024	2025	2026
1. Personnel	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000
2. Materials	100,000	100,000	100,000	100,000	100,000	100,000	100,000
3. Travel	50,000	50,000	50,000	50,000	50,000	50,000	50,000
4. Other	200,000	200,000	200,000	200,000	200,000	200,000	200,000
5. Contingency	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
6. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
7. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
8. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
9. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
10. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
11. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
12. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
13. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
14. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
15. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
16. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
17. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
18. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
19. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
20. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
21. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
22. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
23. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
24. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
25. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
26. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
27. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
28. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
29. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
30. Total	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000
TOTAL	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000	2,850,000

Exhibit C-8 Budget

New Hampshire Department of Health and Human Services

Line Item	2017	2018	2019	2020	2021	2022	2023	2024	2025
1. Personnel	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000
2. Fringe Benefits	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000	150,000
3. Contractual Services	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
4. Travel	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
5. Information Technology	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
6. Office Supplies	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
7. Rent	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
8. Utilities	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
9. Depreciation	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
10. Capital Expenditures	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
11. Other	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Total	2,300,000								

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 03301-8505

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 actively the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Vendor Name:

June 11, 2020

The Granite YMCA

Date

Name: David Paris
Title: President/CEO



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name:

June 11, 2020
Date

The Granite YMCA

Name: David Ports
Title: President/CEO

New Hampshire Department of Health and Human Services
Exhibit F



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
- 14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Vendor Name:

The Granite YMCA

Name: David Ports
Title: President/CEO

June 11, 2020

Date

Vendor Initials

DP

Date 6-11-20

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1984 (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, 1685-88), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6105-07), 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 - OJDP 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.

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

EXHIBIT G

DP

Vendor Initials

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

9-11-20

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name:

The Granite YMCA

June 11, 2020

Date

Name:

Title: David Ports
President/CEO

Exhibit G

Vendor Initials OP

Certification of Compliance with requirements pertaining to Equal Employment Opportunity, Equal Treatment of Faith-Based Organizations and Nondiscrimination provisions

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name:

The Granite YMCA

June 11, 2020

Date

Name: David Potts
Title: President/VCEO

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(f) Definitions.

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

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

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Exhibit I

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

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

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

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Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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New Hampshire Department of Health and Human Services



Exhibit I

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

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

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New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Date: 6-11-20

Date



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Exhibit I

c. **Severability.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37); shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State

Lori Weaver

Signature of Authorized Representative

Lori Weaver

Name of Authorized Representative

Deputy Commissioner

Title of Authorized Representative

6/12/2020

Date

The Granite YMCA

Name of the Contractor

David Potts

Signature of Authorized Representative

David Potts

Name of Authorized Representative

President/VCEO

Title of Authorized Representative

June 11, 2020

Date

New Hampshire Department of Health and Human Services
Exhibit J



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name:

David Parts

June 11, 2020

Date

Name: David Parts
Title: President/CEO

CP

Contractor Initials

Date 6-11-20

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 08-125-4674

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

DP

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Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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Exhibit K

DHHS Information Security Requirements



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

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

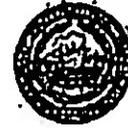
II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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Exhibit K

DHHS Information Security Requirements



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

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov