

14 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Christine Tappan
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9546 1-800-852-3345 Ext. 9546
FAX: 603-271-4912 TDD Access: 1-800-735-2964
www.dhhs.nh.gov/dcbcs/bhhs

March 27, 2018

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, Bureau of Homeless and Housing Services to exercise a renewal option to a **sole source** agreement with Granite United Way (Vendor # 202684-B001), 22 Concord Street, 2nd Floor, Manchester NH 03103, for the provision of Intervention services for the State Grant-in-Aid Funds Program, by increasing the price limitation by \$50,000 from \$150,000 to \$200,000 and extending the completion date from June 30, 2018 to June 30, 2019, effective July 1, 2018 or upon Governor and Executive Council approval, whichever is later. The Governor and Executive Council approved the original agreement on October 21, 2015 (Item #12) and the subsequent amendment on June 21, 2017 (Item #29). This contract is funded with 100% General Funds.

Funding is available in State Fiscal Years 2018 and 2019, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

**05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017)
HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	\$50,000	\$0	\$50,000
2018	102-500731	Contracts for Program Services	\$50,000	\$0	\$50,000
2019	102-500731	Contracts for Program Services	\$0	\$50,000	\$50,000
		Total:	\$150,000	\$50,000	\$200,000

EXPLANATION

This request is **sole source** because Granite United Way is the only vendor in New Hampshire that provides a statewide telephone intervention hotline for services..

Granite United Way (2-1-1 NH) provides information and referral services to homeless individuals and individuals at risk of becoming homeless, as well as other individuals seeking information about available homeless services in New Hampshire. The homeless hotline operated by 2-1-1 NH is a 24 hour service that is available to all callers.

During normal business hours, which are Monday – Friday from 8am – 7pm, the 2-1-1 NH call center operators receive calls, conduct brief assessments of need, and provide immediate referrals to appropriate homeless services, which may include immediate placement into a homeless shelter and transportation to a shelter. During non-business hours, on-call operators receive calls for emergency shelter only, while other callers with non-urgent needs may leave a message to receive a return call the following business day. In the case of an emergency shelter need, the on-call operator will locate a shelter bed and arrange transportation to the shelter. If there are no shelter beds available, 2-1-1 NH will arrange an emergency hotel stay for the client until the next business day.

In order to provide appropriate information and referrals to homeless services, 2-1-1 NH also maintains a centralized resource database, which is accessible by phone or online at www.211nh.org. The call center, 2-1-1 NH, is the primary entry point into NH's Coordinated Entry System, which is a streamlined process for entering into the homeless services system that is mandated by the US Department of Housing and Urban Development (HUD).

Exhibit C-1 Revisions to Standard Provisions, Paragraph 4 of the original agreement reserves the Department's right to renew the agreement for up to two (2) additional years, based upon satisfactory delivery of services, continued availability of funds and approval from the Governor and Executive Council. One (1) of the two (2) years available was exercised by Amendment #1, which was approved by the Governor and Executive Council on June 21, 2017 (Item #29). This Amendment #2 exercises the remaining one (1) year of renewal, leaving no additional renewals. The Department intends to issue a Request for Proposals for these services prior to the expiration of this Amendment #2.

Should the Governor and Executive Council not authorized this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Christine Tappan
Associate Commissioner

Approved by:



Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
State Grant-In-Aid (SGIA) Funds Program**

This 2nd Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 2") dated this 18th of December, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Granite United Way, (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 22 Concord Street, 2nd Floor, PO Box 211, Manchester, NH 03105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 21, 2015 (Item #12) and subsequently amended on June 21, 2017 (Item #29), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

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

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

1. Form P-37, General Provisions, Block 1.7, Completion Date, to read:
June 30, 2019.
2. Amend Form P-37, Block 1.8, to increase Price Limitation by \$50,000 from \$150,000 to read:
\$200,000.
3. Form P-37, General Provisions, Block 1.9, to read E. Maria Reinemann, Esq. Director of
Contracts and Procurement.
4. Form P-37, General Provisions, Block 1.10, to read 603-271-9330.
5. Delete Exhibit B - Amendment #1 in its entirety and replace with Exhibit B - Amendment #2.
6. Add Exhibit B-1, Budget sheet.



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

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

4/5/18
Date

[Signature]
Name: Christie Tappan
Title: Associate Commissioner

Granite United Way

JAN. 23, 2018
Date

[Signature]
Name: PATRICK THETS
Title: PRESIDENT & CEO

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillsborough on January 23, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Kathleen A. Scawlon Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: June 24, 2020

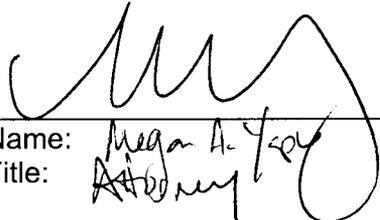


**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

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

OFFICE OF THE ATTORNEY GENERAL

4/17/19
Date


Name: Megan A. Taylor
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Exhibit B-Amendment #2

Method and Conditions Precedent to Payment

1. The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant-in-Aid Funds Program.
2. This contract is funded 100% by the New Hampshire General Fund as follows:
 - 2.1. Total Amount State Grant-in-Aid Funds Program;

SFY16	not to exceed \$50,000.00
SFY17	not to exceed \$50,000.00
SFY18	not to exceed \$50,000.00
SFY19	not to exceed \$50,000.00
July 1, 2015 – June 30, 2019: not to exceed \$200,000.00	
 - 2.2. Funds allocation under this agreement for State Grant-in-Aid Funds Program;

Intervention Services	\$200,000.00
Total program amount	\$200,000.00
3. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

4. REPORTS

As part of the performance of the Project Activities, the Contractor covenants and agrees to submit the following:

- 4.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement 2 CFR Part 200. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.
 - 4.2. Where the Contractor is not subject to the requirements of 2 CFR Part 200, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in “Standards for Audit of Governmental Organizations, Program Activities, and Functions” by the Comptroller General of the United States.
5. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE
- 5.1. Project Costs: As used in this Agreement, the term “Project Costs” shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in 2 CFR Part 200 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of 2 CFR Part 200.



Exhibit B-Amendment #2

- 5.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 5.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.

6. USE OF GRANT FUNDS

- 6.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 6.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 6.3. Conformance to 2 CFR Part 200: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in 2 CFR Part 200.

7. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

- 7.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 7.2. The Contractor shall maintain a financial management system that complies with 2 CFR Part 200 or such equivalent system as the State may require. Requests for payment shall be made according to Exhibit B-Amendment #1, Section 5.2 of this Agreement.

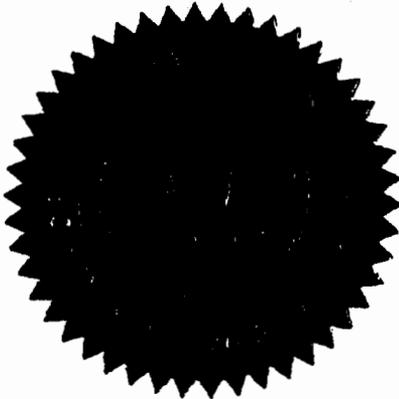
Bidder/Program Name: Granite United Way										
Budget Request for: State Grant-In-Aid Funds										
Budget Period: SFY 2019 (July 1, 2018-June 30, 2019)										
1. Total Salary/Wages	\$ 273,288.00	\$ -	\$ 273,288.00	\$ -	\$ 239,337.38	\$ -	\$ 239,337.38	\$ 33,950.62	\$ -	\$ 33,950.62
2. Employee Benefits	\$ 117,123.00	\$ -	\$ 117,123.00	\$ -	\$ 107,094.78	\$ -	\$ 107,094.78	\$ 10,028.22	\$ -	\$ 10,028.22
3. Consultants	\$ 17,500.00	\$ -	\$ 17,500.00	\$ -	\$ 17,500.00	\$ -	\$ 17,500.00	\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Travel	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ 23,750.00	\$ 23,750.00	\$ -	\$ -	\$ 23,750.00	\$ -	\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00	\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Software	\$ 1,828.00	\$ -	\$ 1,828.00	\$ -	\$ 216.01	\$ -	\$ 216.01	\$ 1,611.99	\$ -	\$ 1,611.99
10. Marketing/Communications	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -
11. Staff Education and Training	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ 7,668.00	\$ -	\$ 7,668.00	\$ -	\$ 7,668.00	\$ -	\$ 7,668.00	\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ 590.83	\$ -	\$ 590.83	\$ 4,409.17	\$ -	\$ 4,409.17
Transporting homeless to shelter,	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
providing hotel room as last resort if no	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
shelter space is available.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 467,907.00	\$ 23,750.00	\$ 491,657.00	\$ 417,907.00	\$ 23,750.00	\$ 441,657.00	\$ 50,000.00	\$ 50,000.00	\$ -	\$ 50,000.00
Indirect As A Percent of Direct		5.1%								

Contractor Initials *[Signature]*
Date 3/23/2018

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Granite United Way is a New Hampshire nonprofit corporation formed March 30, 1927. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of May A.D. 2016

Handwritten signature of William M. Gardner in cursive script.

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, NANNY NOBIS, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of GRANITE UNITED WAY.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on JAN. 18, 2018:
(Date)

RESOLVED: That the PRESIDENT & CEO
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 23 day of JANUARY, 2018.
(Date Contract Signed)

4. PATRICK TUFTS is the duly elected PRESIDENT & CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 23rd day of JAN., 2018.

By NANNY NOBIS.
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: June 24, 2020

CERTIFICATE OF VOTE

I, Nanna Nobis, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Granite United Way
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on March 22, 2018.
(Date)

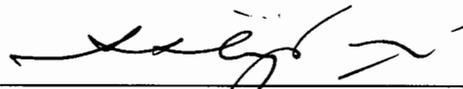
RESOLVED: That the Patrick Tufts President & CEO
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 23rd day of March, 2018.
(Date Amendment Signed)

4. Patrick Tufts is the duly elected President & CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.


(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 23rd day of March, 2018.

By Nanna Nobis
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: June 24, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/16/2018

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

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

PRODUCER THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511		CONTACT NAME: Sara Hartshorn PHONE (A/C No. Ext): (603) 224-2562 FAX (A/C No.): (603) 224-8012 E-MAIL ADDRESS: shartshorn@rowleyagency.com	
INSURED Granite United Way 22 Concord Street Floor 2 Manchester NH 03101		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Ins - Bedford INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 18-19 All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ZHV900337107	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ZHV900337107	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		UBV9003210-07	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WHV8996802-07	1/1/2018	1/1/2019	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Covering operations of the named insured during the policy period.

CERTIFICATE HOLDER

State of NH, DHHS
 129 Pleasant Street
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Sarah Fifield/SEF

© 1988-2014 ACORD CORPORATION. All rights reserved.



Granite United Way Mission

Granite United Way's mission is to improve the quality of people's lives by bringing together the caring power of communities.

Granite United Way Vision

Granite United Way's vision is to be the preferred way people work together to build a community that values its collective responsibility to care for each other.

GRANITE UNITED WAY

FINANCIAL REPORT

MARCH 31, 2017

CONTENTS

	Page	
INDEPENDENT AUDITOR'S REPORT.....	1-3	
FINANCIAL STATEMENTS		
Statement of financial position.....	4	
Statement of activities and changes in net assets.....	5	
Statement of functional expenses.....	6	
Statements of cash flows.....	7 and 8	
Notes to financial statements.....	9-22	
SUPPLEMENTARY INFORMATION		
Supplementary schedules of community impact awards to qualified partner agencies and emerging opportunity grants.....	23-29	
Schedule of expenditures of federal awards.....	30	
Notes to schedule of expenditures of federal awards.....	31	
REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS.....		32 and 33
REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM GUIDANCE.....		34 and 35
SCHEDULE OF FINDINGS AND QUESTIONED COSTS.....	36	



NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Granite United Way
Manchester, New Hampshire 03101

Report on the Financial Statements

We have audited the accompanying financial statements of Granite United Way, which comprise the statement of financial position as of March 31, 2017, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Page 1

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Granite United Way as of March 31, 2017, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated in all material respects in relation to the financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated August 17, 2017 on our consideration of Granite United Way's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Granite United Way's internal control over financial reporting and compliance.

Other Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary schedules of community impact awards to qualified partner agencies and emerging opportunity grants are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Report on Summarized Comparative Information

We have previously audited the Granite United Way March 31, 2016 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated August 25, 2016. In our opinion, the summarized comparative information presented herein as of and for the year ended March 31, 2016 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Nathan Welch & Company

Concord, New Hampshire
August 17, 2017

GRANITE UNITED WAY

STATEMENT OF FINANCIAL POSITION

March 31, 2017 with comparative totals as of March 31, 2016

ASSETS	2017				2016
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Total
CURRENT ASSETS					
Cash	\$ 449,632	\$ 277,968	\$ -	\$ 727,600	\$ 926,116
Prepaid and reimbursable expenses	53,027	-	-	53,027	38,245
Investments	465,149	-	-	465,149	463,743
Accounts and rent receivable	11,021	-	-	11,021	6,846
Contributions and grants receivable, net of allowance for uncollectible contributions 2017 \$525,727; 2016 \$499,427	-	3,796,908	-	3,796,908	3,673,854
Assets held for sale	-	-	-	-	109,568
<i>Total current assets</i>	<u>978,829</u>	<u>4,074,876</u>	<u>-</u>	<u>5,053,705</u>	<u>5,218,372</u>
OTHER ASSETS					
Property and equipment, net	1,028,071	-	-	1,028,071	1,303,019
Investments - endowment	9,792	45,686	100,397	155,875	147,597
Beneficial interest in assets held by others	-	1,691,022	-	1,691,022	1,587,401
<i>Total other assets</i>	<u>1,037,863</u>	<u>1,736,708</u>	<u>100,397</u>	<u>2,874,968</u>	<u>3,038,017</u>
<i>Total assets</i>	<u>\$ 2,016,692</u>	<u>\$ 5,811,584</u>	<u>\$ 100,397</u>	<u>\$ 7,928,673</u>	<u>\$ 8,256,389</u>
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
ALLOCATED ANNUAL CAMPAIGN SUPPORT DESIGNATED FOR FUTURE PERIODS					
Future allocations payable	\$ 1,958,135	\$ -	\$ -	\$ 1,958,135	\$ 2,276,379
Donor-designations payable	375,152	1,109,265	-	1,484,417	1,471,061
	<u>2,333,287</u>	<u>1,109,265</u>	<u>-</u>	<u>3,442,552</u>	<u>3,747,440</u>
Current maturities of long-term debt	12,190	-	-	12,190	11,683
Funds held for others	29,420	-	-	29,420	28,960
Accounts payable	29,739	38,817	-	68,556	18,958
Accrued expenses	106,537	-	-	106,537	120,736
Deferred revenue - designation fees	44,246	-	-	44,246	47,344
<i>Total current liabilities</i>	<u>2,555,419</u>	<u>1,148,082</u>	<u>-</u>	<u>3,703,501</u>	<u>3,975,121</u>
LONG-TERM DEBT, less current maturities	227,230	-	-	227,230	239,018
COMMITMENTS (See Notes)					
NET ASSETS (DEFICIT):					
Unrestricted	(1,554,608)	-	-	(1,554,608)	(1,743,087)
Unrestricted, invested in property and equipment	788,651	-	-	788,651	1,052,318
<i>Total unrestricted net deficit</i>	<u>(765,957)</u>	<u>-</u>	<u>-</u>	<u>(765,957)</u>	<u>(690,769)</u>
Temporarily restricted	-	4,663,502	-	4,663,502	4,632,622
Permanently restricted	-	-	100,397	100,397	100,397
<i>Total net assets (deficit)</i>	<u>(765,957)</u>	<u>4,663,502</u>	<u>100,397</u>	<u>3,997,942</u>	<u>4,042,250</u>
<i>Total liabilities and net assets</i>	<u>\$ 2,016,692</u>	<u>\$ 5,811,584</u>	<u>\$ 100,397</u>	<u>\$ 7,928,673</u>	<u>\$ 8,256,389</u>

GRANITE UNITED WAY

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year ended March 31, 2017 with comparative totals for the year ended March 31, 2016

	2017			2016	
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Total
Support and revenues:					
Campaign revenue:					
Total contributions pledged	\$ -	\$ 6,847,216	\$ -	\$ 6,847,216	\$ 6,878,664
Less donor designations	-	(1,672,420)	-	(1,672,420)	(1,895,593)
Less provision for uncollectible pledges	-	(288,453)	-	(288,453)	(296,558)
Add prior years' excess provision for uncollectible pledges taken into income in current year	89,820	-	-	89,820	159,007
<i>Net campaign revenue</i>	89,820	4,886,343	-	4,976,163	4,845,520
Support:					
Sponsors and other contributions	6,548	671,390	-	677,938	716,447
Grant revenue	-	1,108,898	-	1,108,898	635,227
In-kind contributions	40,899	-	-	40,899	57,365
<i>Total support</i>	137,267	6,666,631	-	6,803,898	6,254,559
Other revenue:					
Administrative fees	60,566	-	-	60,566	58,073
Returned grants	33,575	-	-	33,575	-
Rental income	87,603	-	-	87,603	80,497
Miscellaneous income	3,023	-	-	3,023	2,776
<i>Total support and revenues</i>	322,034	6,666,631	-	6,988,665	6,395,905
Net assets released from restrictions:					
For satisfaction of time restrictions	4,792,039	(4,792,039)	-	-	-
For satisfaction of program restrictions	1,955,091	(1,955,091)	-	-	-
	7,069,164	(80,499)	-	6,988,665	6,395,905
Expenses:					
Program services	5,754,597	-	-	5,754,597	5,471,034
Support services:					
Management and general	550,755	-	-	550,755	484,246
Fundraising	948,140	-	-	948,140	753,390
<i>Total expenses</i>	7,253,492	-	-	7,253,492	6,708,670
Decrease in net assets before other activities	(184,328)	(80,499)	-	(264,827)	(312,765)
Other activities:					
Increase (decrease) in value of beneficial interest in trusts, net of fees 2017 \$11,529; 2016 \$11,422	-	103,621	-	103,621	(150,302)
Realized and unrealized gains (losses) on investments	(8,864)	5,567	-	(3,297)	(10,578)
Gain on sale of property and equipment	22,433	-	-	22,433	-
Investment income	95,571	2,191	-	97,762	93,077
<i>Total other activities</i>	109,140	111,379	-	220,519	(67,803)
<i>Net increase (decrease) in net assets</i>	(75,188)	30,880	-	(44,308)	(380,568)
Net assets (deficit), beginning of year	(690,769)	4,632,622	100,397	4,042,250	4,422,818
<i>Net assets (deficit), end of year</i>	\$ (765,957)	\$ 4,663,502	\$ 100,397	\$ 3,997,942	\$ 4,042,250

GRANITE UNITED WAY

STATEMENT OF FUNCTIONAL EXPENSES

Year ended March 31, 2017 with comparative totals for the year ended March 31, 2016

	2017				2016
	Program services	Management and general	Fundraising	Total	Total
Salaries and wages	\$ 1,709,306	\$ 377,081	\$ 618,640	\$ 2,705,027	\$ 2,493,659
Payroll taxes	111,906	24,687	40,502	177,095	163,224
Employee fringe benefits	191,941	42,343	69,468	303,752	239,908
Employer 403(b) contribution	48,989	10,807	17,730	77,526	72,511
<i>Total salaries and related benefits</i>	<u>2,062,142</u>	<u>454,918</u>	<u>746,340</u>	<u>3,263,400</u>	<u>2,969,302</u>
Community Impact Grants to agencies	2,005,635	-	-	2,005,635	2,360,600
Occupancy	101,066	22,295	36,578	159,939	130,183
Grant expenses-Public Health Network	482,131	-	-	482,131	174,300
Other program services (See Note 13)	282,959	-	-	282,959	267,737
Safe Station expenses	191,490	-	-	191,490	-
211 expenses	113,823	-	-	113,823	89,218
Telephone, communications and technology	65,365	14,420	23,657	103,442	88,711
United Way Worldwide dues	49,233	10,861	17,818	77,912	67,321
Publications, printing and campaign expenses	29,714	-	44,571	74,285	76,767
Professional services	32,955	7,270	11,927	52,152	56,695
Supplies and office expense	27,668	6,103	10,013	43,784	47,050
In-kind expenses	25,844	5,701	9,354	40,899	57,365
STEAM Ahead expenses	38,897	-	-	38,897	27,508
Insurance	22,491	4,962	8,140	35,593	35,552
Travel	18,251	4,026	6,605	28,882	30,950
Volunteer Income Tax Assistance expenses	27,234	-	-	27,234	27,816
Conferences, training and meetings	17,021	3,755	6,160	26,936	16,276
Community needs assessment	25,000	-	-	25,000	12,500
Special events	19,418	1,600	2,625	23,643	16,632
Miscellaneous	14,628	3,228	5,295	23,151	17,554
Postage	10,058	2,219	3,640	15,917	14,556
Other dues and awards	5,496	1,213	1,989	8,698	11,250
Community impact expenses	8,151	-	-	8,151	5,501
Investment fees	1,381	304	499	2,184	4,930
<i>Total expenses before interest and depreciation</i>	<u>5,678,051</u>	<u>542,875</u>	<u>935,211</u>	<u>7,156,137</u>	<u>6,606,274</u>
Interest expense	8,683	894	1,467	11,044	11,315
Depreciation	67,863	6,986	11,462	86,311	91,081
<i>Total functional expenses</i>	<u>\$ 5,754,597</u>	<u>\$ 550,755</u>	<u>\$ 948,140</u>	<u>\$ 7,253,492</u>	<u>\$ 6,708,670</u>

GRANITE UNITED WAY

STATEMENTS OF CASH FLOWS
Years Ended March 31, 2017 and 2016

	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from donors	\$ 7,150,826	\$ 7,236,918
Cash received from grantors	1,108,898	635,227
Administrative fees	57,468	62,579
Other cash received	120,026	83,682
Cash received from trust	74,157	73,308
Designations paid	(1,659,064)	(1,728,531)
Net cash (paid) received for funds held for others	460	(37,796)
Cash paid to agencies	(2,271,239)	(2,333,702)
Cash paid to suppliers, employees, and others	(5,099,556)	(4,017,957)
<i>Net cash used in operating activities</i>	<u>(518,024)</u>	<u>(26,272)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of property and equipment	363,739	-
Purchase of property and equipment	(43,102)	(51,127)
Proceeds from sale of investments	10,152	12,249
<i>Net cash provided by (used in) investing activities</i>	<u>330,789</u>	<u>(38,878)</u>
CASH FLOWS USED IN FINANCING ACTIVITIES		
Repayments of long-term debt	(11,282)	(10,944)
<i>Net decrease in cash</i>	<u>(198,517)</u>	<u>(76,094)</u>
Cash, beginning of year	926,116	1,002,210
<i>Cash, end of year</i>	<u>\$ 727,599</u>	<u>\$ 926,116</u>

GRANITE UNITED WAY

STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended March 31, 2017 and 2016

	2017	2016
RECONCILIATION OF DECREASE IN NET ASSETS TO NET CASH USED IN OPERATING ACTIVITIES		
Decrease in net assets	\$ (44,308)	\$ (380,568)
Adjustments to reconcile decrease in net assets to net cash used in operating activities:		
Realized and unrealized loss on investments	3,297	10,578
Gain on sale of property and equipment	(22,433)	-
Reinvested interest and dividends	(23,133)	(14,942)
Depreciation	86,311	91,081
Prior years' excess provision for uncollectible pledges	(89,820)	(159,007)
(Increase) decrease in accounts and rent receivable	(4,175)	409
(Increase) decrease in prepaid and reimbursable expenses	(14,782)	182,722
Increase in contributions receivable	(33,234)	(230)
(Increase) decrease in value of beneficial interest in assets held by others	(103,621)	150,302
Increase (decrease) in allocated annual campaign	(304,888)	154,555
Increase (decrease) in funds held for others	460	(37,796)
Decrease in grants payable	-	(22,000)
Increase in accounts payable	49,600	13,047
Decrease in accrued expenses	(14,199)	(18,929)
Increase (decrease) in deferred revenue	(3,098)	4,506
<i>Net cash used in operating activities</i>	<u>\$ (518,023)</u>	<u>\$ (26,272)</u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Cash payments for:		
Interest expense	\$ 11,044	\$ 11,315

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Note 1. Nature of Activities

Granite United Way (the "United Way") was formed on July 1, 2010, as the result of a merger of four local not-for-profit entities - Heritage United Way, Inc., United Way of Merrimack County, North Country United Way and Upper Valley United Way. All of these entities shared the common goal to raise and distribute funds for the community's needs. This merger allows for shared resources and reduction in overhead in order to increase impact in the communities the United Way serves.

On February 1, 2012, the United Way acquired the assets and assumed the liabilities of United Way of Northern New Hampshire. On January 1, 2013, the United Way acquired the assets and assumed the liabilities of Lakes Region United Way.

The United Way conducts annual campaigns in the fall of each year to support hundreds of local programs, primarily in the subsequent year, while the State Employee Charitable Campaign, managed by the United Way, is conducted in May and June. Campaign contributions are used to support local health and human services programs, collaborations and to pay the United Way's operating expenses. Donors may designate their pledges to support a region of the United Way, a Community Impact area, other United Ways or to any health and human service organization having 501(c)(3) tax-exempt status. Amounts pledged to other United Ways or agencies are included in the total contributions pledged revenue and as designations expense. The related amounts receivable and payable are reported as an asset and liability in the statement of financial position. The net campaign results are reflected as temporarily restricted in the accompanying statement of activities and changes in net assets, as the amounts are to be collected in the following year. Prior year campaign results are reflected as net assets released from restrictions in the current year statement of activities and changes in net assets.

The United Way invests in the community through three different vehicles:

March 31,	2017	2016
Community Impact Awards to partner agencies	\$ 2,005,635	\$ 2,360,600
Donor designated gifts to Health and Human Service agencies	1,672,420	1,895,593
Granite United Way Program services	3,748,962	3,110,434
<i>Total</i>	<u>\$ 7,427,017</u>	<u>\$ 7,366,627</u>

Note 2. Summary of Significant Accounting Policies

Basis of accounting: The financial statements of the United Way have been prepared on the accrual basis. Under the accrual basis, revenues and gains are recognized when earned and expenses and losses are recognized when incurred. The significant accounting policies followed are described below to enhance the usefulness of the financial statements to the reader.

Estimates and assumptions: The United Way prepares its financial statements in accordance with generally accepted accounting principles. Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Accordingly, actual results could differ from those estimates.

(continued on next page)

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Cash and cash equivalents: For purposes of reporting cash flows, the United Way considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The United Way had no cash equivalents at March 31, 2017 and 2016.

Basis of presentation: The United Way accounts for contributions received in accordance with the FASB Accounting Standards Codification topic for revenue recognition (FASB ASC 958-605) and contributions made in accordance with FASB ASC 958-720-25 and FASB ASC 958-310. In accordance with FASB ASC 958-605-25, contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence or nature of any donor restrictions. In addition, FASB ASC 958-310 requires that unconditional promises to give (pledges) be recorded as receivables and recognized as revenues.

The United Way adheres to the Presentation of Financial Statements for Not-for-Profit Organizations topic of the FASB Accounting Standards Codification (FASB ASC 958-205). Under FASB ASC 958-205, the United Way is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. Descriptions of the three net asset categories are as follows:

Unrestricted net assets include both undesignated and designated net assets, which are the revenues not restricted by outside sources and revenues designated by the Board of Directors for special purposes and their related expenses.

Temporarily restricted net assets include gifts and pledges for which time restrictions or donor-imposed restrictions have not yet been met and donor designations payable associated with uncollected pledges. Temporarily restricted net assets also include the beneficial interest in assets held by others and the accumulated appreciation related to permanently restricted endowment gifts, which is a requirement of FASB ASC 958-205-45.

Permanently restricted net assets include gifts which require, by donor restriction, that the corpus be invested in perpetuity and only the income or a portion thereof be made available for program operations in accordance with donor restrictions.

Contributions receivable: Campaign pledge contributions are generally paid within one year. The United Way provides an allowance for uncollectible pledges at the time campaign results are recorded. Provisions for uncollectible pledges have been recorded in the amount of \$288,453 and \$296,558 for the campaign years ended March 31, 2017 and 2016, respectively. The provision for uncollectible pledges was calculated at 4.5% of the total pledges for both years ended March 31, 2017 and 2016.

Investments: The United Way's investments in marketable equity securities and all debt securities are reported at their fair value based upon quoted market prices in the accompanying statement of financial position. Unrealized gains and losses are included in the changes in net assets in the accompanying statement of activities. The United Way's investments do not have a significant concentration of credit risk within any industry, geographic location, or specific location.

(continued on next page)

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Deferred revenue: The United Way charged a 10% administrative fee on the State Campaign designations for both years ended March 31, 2017 and 2016. The United Way charged 5% on most other designations for both of the years ended March 31, 2017 and 2016.

These administrative fees are recognized in the post campaign years, as this is the year they are available to offset administrative expenses.

Donated goods and services: Contributed services are recognized when the services received would typically need to be purchased if they had not been provided by donation or require specialized skills and are provided by individuals possessing those skills. Various types of in-kind support, including services, call center space, gift certificates, materials and other items, amounting to \$40,899 and \$57,365 have been reflected at fair value in the financial statements for the years ended March 31, 2017 and 2016, respectively.

A substantial number of volunteers have donated significant amounts of their time in United Way's program services; however, the value of this contributed time is not reflected in the accompanying financial statements since the volunteers' time does not meet the criteria for recognition.

Functional allocation of expenses: The cost of providing the various programs and other activities has been summarized on a functional basis in the statement of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Property and equipment: Property and equipment are included in unrestricted net assets and are carried at cost if purchased and fair value if contributed. Maintenance, repairs and minor renewals are expensed as incurred, and major renewals and betterments are capitalized. The United Way capitalizes additions of property and equipment in excess of \$1,000.

Depreciation of property and equipment is computed using the straight-line method over the following useful lives:

	Years
Building and building improvements.....	5-31½
Leasehold improvements	15
Furniture and equipment	3-10

Concentrations of credit risk: Financial instruments which potentially subject the United Way to concentrations of credit risk, consist primarily of contributions receivable, substantially all of which are from individuals, businesses, or not-for-profit organizations. Concentrations of credit risk are limited due to the large number of donors comprising the United Way's donor base. As a result, at March 31, 2017, the United Way does not consider itself to have any significant concentrations of credit risk with respect to contributions receivable.

In addition, the United Way maintains cash accounts with several financial institutions insured by the Federal Deposit Insurance Corporation up to \$250,000. Amounts included in cash in excess of federally insured limits were approximately \$182,000 at March 31, 2017.

(continued on next page)

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Income taxes: The United Way is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. The United Way is also exempt from state income taxes by virtue of its ongoing exemption from federal income taxes. Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

The United Way has adopted the provisions of FASB ASC 740 Accounting for Uncertainty in Income Taxes. Accordingly, management has evaluated the United Way's tax positions and concluded the United Way had maintained its tax-exempt status, does not have any significant unrelated business income and had taken no uncertain tax positions that require adjustment or disclosure in the financial statements.

With few exceptions, the United Way is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for tax years before 2014.

Note 3. Fair Value Measurements

The Fair Value Measurements Topic of the FASB Accounting Standards Codification (FASB ASC 820-10) establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements).

The three levels of the fair value hierarchy are as follows:

- Level 1 – inputs are unadjusted, quoted prices in active markets for identical assets at the measurement date. The types of assets carried at Level 1 fair value generally are securities listed in active markets. The United Way has valued their investments listed on national exchanges at the last sales price as of the day of valuation.
- Level 2 – inputs are based upon quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 – inputs are generally unobservable and typically reflect management's estimates of assumptions that market participants would use in pricing the asset or liability. The fair values are therefore determined using model-based techniques that include option-pricing models, discounted cash flow models, and similar techniques.

(continued on next page)

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Financial assets carried at fair value on a recurring basis consist of the following at March 31, 2017:

	Level 1	Level 2	Level 3
Money market funds	\$ 81,311	\$ 12,250	\$ -
Mutual funds:			
Domestic equity	55,025	-	-
Fixed income	250,459	-	-
Other	5,065	-	-
Fixed income funds	181,537	-	-
Municipal bonds	-	10,765	-
Corporate bonds	-	24,736	-
Beneficial interest in assets held by others	-	-	1,691,022
<i>Total</i>	<u>\$ 573,397</u>	<u>\$ 47,751</u>	<u>\$ 1,691,022</u>

Financial assets carried at fair value on a recurring basis consist of the following at March 31, 2016:

	Level 1	Level 2	Level 3
Money market funds	\$ 79,529	\$ 6,384	\$ -
Mutual funds:			
Domestic equity	89,491	-	-
International equity	4,188	-	-
Fixed income	247,901	-	-
Other	5,164	-	-
Fixed income funds	143,747	-	-
Municipal bonds	-	11,057	-
Corporate bonds	-	25,552	-
Beneficial interest in assets held by others	-	-	1,587,401
<i>Total</i>	<u>\$ 570,020</u>	<u>\$ 42,993</u>	<u>\$ 1,587,401</u>

	Beneficial interest in assets held by others
<i>Balance, April 1, 2015</i>	\$ 1,737,703
Total unrealized losses, net of fees, included in changes in temporarily restricted net assets	(150,302)
<i>Balance, March 31, 2016</i>	<u>\$ 1,587,401</u>
Total unrealized gains, net of fees, included in changes in temporarily restricted net assets	103,621
<i>Balance, March 31, 2017</i>	<u>\$ 1,691,022</u>
Amount of unrealized gains, net of fees, attributable to change in unrealized gains relating to assets still held at the reporting date included in the statement of activities and changes in net assets	<u>\$ 103,621</u>

(continued on next page)

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

All assets have been valued using a market approach, except for the beneficial interest in assets held by others, and have been consistently applied. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets. Prices may be indicated by pricing guides, sales transactions, market trades, or other sources. The fair value of investments in money market funds is based upon the net asset values determined by the underlying investments in which the funds invest.

The beneficial interest in assets held by others is valued using the income approach. The value is determined by calculating the present value of future distributions expected to be received, which approximates the value of the trust's assets at March 31, 2017 and 2016.

GAAP requires disclosure of an estimate of fair value for certain financial instruments. The United Way's significant financial instruments include cash and other short-term assets and liabilities. For these financial instruments, carrying values approximate fair value.

Note 4. Property and Equipment

Property and equipment, at cost, at March 31,	2017	2016
Land, buildings and building improvements	\$ 1,078,962	\$ 1,708,167
Leasehold improvements	5,061	5,061
Furniture and equipment	422,614	398,497
<i>Total property and equipment</i>	<u>1,506,637</u>	<u>2,111,725</u>
Less accumulated depreciation	(478,566)	(808,706)
<i>Total property and equipment, net</i>	<u><u>\$ 1,028,071</u></u>	<u><u>\$ 1,303,019</u></u>

Note 5. Assets Held for Sale

During the year ended March 31, 2016, the United Way made the decision to sell their property in Concord, New Hampshire which was sold during June 2016.

Assets held for sale consisted of the following at March 31,	2017	2016
Building	\$ -	\$ 89,781
Building improvements	-	19,787
<i>Total assets held for sale</i>	<u><u>\$ -</u></u>	<u><u>\$ 109,568</u></u>

Note 6. Endowment Funds Held by Others

Agency endowed funds: The United Way is a beneficiary of various agency endowment funds at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing these funds, property contributed to The New Hampshire Charitable Foundation is held as separate funds designated for the benefit of the United Way.

(continued on next page)

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

In accordance with its spending policy, the Foundation may make distributions from the funds to the United Way. The distributions are approximately 4.03% of the market value of each fund per year.

The estimated value of the future distributions from the funds is included in these financial statements as required by FASB ASC 958-605, however, all property in the fund was contributed to The New Hampshire Charitable Foundation to be held and administered for the benefit of the United Way.

The United Way received \$69,677 and \$68,879 from the agency endowed funds during the years ended March 31, 2017 and 2016, respectively.

Designated funds: The United Way is also a beneficiary of two designated funds at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing these funds, property contributed to The New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of the United Way. In accordance with its spending policy, the Foundation makes distributions from the funds to the United Way.

The distributions are approximately 4.2% of the market value of the fund per year. These funds are not included in these financial statements, since all property in these funds was contributed to The New Hampshire Charitable Foundation to be held and administered for the benefit of the United Way.

The United Way received \$4,480 and \$4,429 from the designated funds during the year ended March 31, 2017 and 2016, respectively. The market value of these fund's assets amounted to approximately \$109,000 and \$102,000 as of March 31, 2017 and 2016, respectively.

Note 7. Long-term Debt

Long-term debt at March 31,	2017	2016
4.25% mortgage financed with a local bank. The note is due in monthly installments of principal and interest of \$1,837 through December 2031. The note is collateralized by the United Way's building located in Plymouth, NH.	\$ 239,420	\$ 250,701
Less portion payable within one year	12,190	11,683
<i>Total long-term debt</i>	<u>\$ 227,230</u>	<u>\$ 239,018</u>

(continued on next page)

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

The scheduled maturities of long-term debt at March 31, 2017 were as follows:

<u>Year Ending March 31,</u>	
2018	\$ 12,190
2019	12,718
2020	13,269
2021	13,844
2022	14,444
Thereafter	172,955
<i>Total</i>	<u>\$ 239,420</u>

The mortgage note with Franklin Savings Bank contains a financial covenant for debt service coverage, which is tested annually based on the year-end financial statements.

Note 8. Funds Held for Others

The United Way held funds for others for the following projects:

<u>March 31,</u>	<u>2017</u>	<u>2016</u>
Concord Multicultural Project Fund	\$ 17,256	\$ 17,571
Working Bridges Loans	4,642	-
Friendship Bench	3,435	-
Mayor's Prayer Breakfast	2,625	10,472
Get Moving Manchester	1,248	748
Better Together	214	169
<i>Total</i>	<u>\$ 29,420</u>	<u>\$ 28,960</u>

Note 9. Endowment Funds and Net Assets

The United Way adheres to the Other Presentation Matters section of the Presentation of Financial Statements for Not-for-Profit Organizations topic of the FASB Accounting Standards Codification (FASB ASC 958-205-45).

FASB ASC 958-205-45 provides guidance on the net asset classification of donor-restricted endowment funds for a nonprofit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA).

FASB ASC 958-205-45 also requires additional disclosures about an organization's endowment funds (both donor-restricted endowment funds and board-designated endowment funds) whether or not the organization is subject to UPMIFA.

(continued on next page)

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

The State of New Hampshire enacted UPMIFA effective July 1, 2008, the provisions of which apply to endowment funds existing on or established after that date. The United Way's endowment consists of three individual funds established for youth programs, Whole Village and general operating support. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by GAAP, net assets associated with endowment funds, including those funds designated by the Board of Directors, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Board of Directors of the United Way has interpreted UPMIFA as allowing the United Way to appropriate for expenditure or accumulate so much of an endowment fund as the United Way determines to be prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift instrument.

As a result of this interpretation, the United Way classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the United Way in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the United Way considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (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 United Way, and (7) the investment policies of the United Way.

Investment Return Objectives, Risk Parameters and Strategies: The United Way has adopted investment policies, approved by the Board of Directors, for endowment assets for the long-term. The United Way seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable level of risk.

Investment risk is measured in terms of the total endowment fund; investment assets and allocations between asset classes and strategies are managed to not expose the fund to unacceptable level of risk.

Spending Policy: The United Way does not currently have a spending policy for distributions each year as they strive to operate within a budget of their current Campaign's income. To date there have been no distributions from the endowment fund.

(continued on next page)

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Endowment net asset composition by type of fund as of March 31, 2017 is as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	\$ -	\$ 45,686	\$ 100,397	\$ 146,083
Board-designated endowment funds	9,792	-	-	9,792
	<u>\$ 9,792</u>	<u>\$ 45,686</u>	<u>\$ 100,397</u>	<u>\$ 155,875</u>

Changes in the endowment net assets as of March 31, 2017 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, March 31, 2016	\$ 9,272	\$ 37,928	\$ 100,397	\$ 147,597
Investment return:				
Investment income	147	2,191	-	2,338
Net appreciation (realized and unrealized)	373	5,567	-	5,940
Total investment return	<u>520</u>	<u>7,758</u>	<u>-</u>	<u>8,278</u>
Endowment net assets, March 31, 2017	<u>\$ 9,792</u>	<u>\$ 45,686</u>	<u>\$ 100,397</u>	<u>\$ 155,875</u>

Endowment net asset composition by type of fund as of March 31, 2016 is as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	\$ -	\$ 37,928	\$ 100,397	\$ 138,325
Board-designated endowment funds	9,272	-	-	9,272
	<u>\$ 9,272</u>	<u>\$ 37,928</u>	<u>\$ 100,397</u>	<u>\$ 147,597</u>

(continued on next page)

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Changes in the endowment net assets as of March 31, 2016 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, March 31, 2015	\$ 9,162	\$ 36,305	\$ 100,397	\$ 145,864
Investment return:				
Investment income	195	2,889	-	3,084
Net depreciation (realized and unrealized)	(85)	(1,266)	-	(1,351)
Total investment return	110	1,623	-	1,733
Endowment net assets, March 31, 2016	\$ 9,272	\$ 37,928	\$ 100,397	\$ 147,597

Income from permanently restricted net assets is available for the following purposes:

March 31,	2017	2016
General operations	\$ 14,930	\$ 14,930
Youth programs	11,467	11,467
General operations of Whole Village	74,000	74,000
<i>Total permanently restricted net assets</i>	<u>\$ 100,397</u>	<u>\$ 100,397</u>

Temporarily restricted net assets consisted of support and other unexpended revenues and represent the following:

March 31,	2017	2016
Contributions receivable related to campaigns	\$ 3,463,393	\$ 3,541,854
Designations payable to other agencies and United Ways	(1,109,265)	(1,080,514)
CDFA contributions receivable and funds for the Bridge House and Whole Village Family Resource Center upgrades	267,822	132,000
Public Health Network services	161,508	99,025
STEAM Ahead	62,109	27,084
Working Bridges	37,215	16,279
Safe Station	24,510	-
Concord Cold Weather Shelter	16,522	31,080

(continued on next page)

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Other programs	2,980	-
211 Program	-	225,227
Volunteer Income Tax Assistance program	-	15,258
Agency endowed funds at the New Hampshire Charitable Foundation	1,691,022	1,587,401
Portion of perpetual endowment funds subject to time restriction under UPMIFA	45,686	37,928
<i>Total temporarily restricted net assets</i>	<u>\$ 4,663,502</u>	<u>\$ 4,632,622</u>

The United Way was awarded up to \$257,500 in Community Development Investment Program Funds by the Community Development Finance Authority ("CDFA") for upgrades and clean energy improvements to the Bridge House and Whole Village Family Resource Center in Plymouth. During the years ended March 31, 2017 and 2016, the CDFA accepted \$321,875 in donations from area businesses, resulting in net tax proceeds to the United Way of \$257,500 to benefit the project. As of March 31, 2017, the outstanding balance amounted to \$125,500 which is included in contributions receivable at March 31, 2017.

Note 10. Pension Fund

The United Way sponsors a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code, whereby electing employees contribute a portion of their salaries to the plan. For the years ended March 31, 2017 and 2016, the United Way contributed \$77,526 and \$72,511, respectively to employees participating in the plan.

Note 11. Lease Commitments

During the year ended March 31, 2017, the United Way entered into an operating lease agreement for a three year term commencing November 1, 2016 through October 31, 2019 for the office space in Concord, New Hampshire. The lease requires monthly payments of \$3,080 through October 31, 2017. The rent will then be increased by 3% annually on each anniversary date of the lease. Subsequent to year end, the lease was amended with the term ending September 1, 2017.

During the year ended March 31, 2017, the United Way entered into an operating lease agreement for a five year term commencing July 15, 2016 through June 30, 2021 for the office space in Manchester, New Hampshire. The lease requires monthly payments of \$5,566 through June 30, 2017. The rent will then be increased by 3% annually on each anniversary date of the lease.

Total rent expense for these leases amounted to approximately \$63,000 and \$46,000 for the years ended March 31, 2017 and 2016, respectively.

The United Way leases a copy machine under the terms of an operating lease. The monthly lease payment amount is \$170. The lease expense amounted to \$2,036 for both years ended March 31, 2017 and 2016.

(continued on next page)

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

The United Way's future minimum lease commitments are as follows:

<u>Year ending March, 31</u>	Total
2018	\$ 85,731
2019	71,362
2020	72,454
2021	74,628
2022	18,793
<i>Total</i>	<u>\$ 322,968</u>

Note 12. Commitments

The United Way does not own the land on which their building in Laconia, New Hampshire is located. The United Way is part of a condominium association to which they pay quarterly dues that fund certain maintenance costs. For the years ended March 31, 2017 and 2016, the dues amounted to \$3,325.

In Plymouth, the United Way rents space in a building which they own and occupy to twelve non-affiliated, non-profit organizations. The monthly lease payments range from \$125 to \$1,500 per month. For the years ended March 31, 2017 and 2016, the rental income amounted to \$70,003 and \$59,102, respectively. The United Way also provides space at no charge to one tenant in the Plymouth, New Hampshire building for affordable childcare services in support of its mission to provide services, support and resources to develop strong families, confident parents and healthy children.

Note 13. Other Program Services

Other program services included in the accompanying statement of functional expenses include expenses for the following programs:

<u>Year ending March 31,</u>	2017	2016
AmeriCorps Planning Grant	\$ 20,913	\$ -
Bring It Program	25,293	38,636
Carroll County United	10,035	3,672
Concord Cold Weather Shelter	49,558	21,520
Curcuru Community Service Fund	-	1,829
Financial Stability Program	86	1,692
Homeless Service Center expenses	-	6,000
Northern NH direct client services	2,250	16,663
Other program services	14,584	9,997
Service Learning Partnership	45,000	45,000
Whole Village Family Resource Center	115,240	122,728
<i>Total</i>	<u>\$ 282,959</u>	<u>\$ 267,737</u>

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Note 14. Payment to Affiliated Organizations and Related Party

The United Way paid dues to United Way of Worldwide. The United Way's dues paid to this affiliated organization aggregated \$77,912 and \$67,321 for the years ended March 31, 2017 and 2016, respectively.

Note 15. Reclassifications

Certain reclassifications have been made to the March 31, 2016 financial statement presentation to correspond to the current year's format. Net assets and changes in net assets are unchanged due to these reclassifications.

Note 16. Subsequent Events

The United Way has evaluated subsequent events through August 17, 2017, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. Subsequent to year end, one of the United Way's leases was amended as described in Note 11. There were no other subsequent events that would require disclosure in financial statements for the year ended March 31, 2017.

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
 PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
 MERRIMACK COUNTY REGION
 Year Ended March 31, 2017

	<u>Community Impact Awards</u>
Blueberry Express Day Care	\$ 33,000
Boys and Girls Clubs of Central New Hampshire	25,000
Community Action Program	9,000
Community Bridges	25,000
Concord Coalition to End Homelessness	20,000
Concord Family YMCA:	
Child Development Center	30,000
Kydstop-Camp	10,000
Girls Incorporated of New Hampshire	9,000
Health First Family Care Center	25,000
Merrimack Valley Day Care	90,000
NH Legal Assistance	60,000
NH Pro Bono Referral System	18,000
Penacook Community Center	35,487
Pittsfield Youth Workshop	30,000
Second Start:	
Adult Education	15,000
First Start Children's Center and Second Start Alternative High School	15,000
The Friends Program:	
Emerging Housing	35,000
Foster Grandparents	18,000
The Mayhew Program	12,500
	<u>\$ 514,987</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
NORTH COUNTRY REGION
Year Ended March 31, 2017

	<u>Community Impact Awards</u>
Boys and Girls Club of the North Country	\$ 10,000
Community Action Program	1,000
Copper Cannon Camp	4,000
Family Resource Center at Gorham	1,500
Grafton County Senior Citizens:	
Aging Services	9,800
RSVP Bone Builders	5,977
Service Link	2,900
NH Legal Assistance	5,000
Northern Human Services	3,000
Tri-County Community Action Program	4,000
	<u>\$ 47,177</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
UPPER VALLEY REGION
Year Ended March 31, 2017

	<u>Community Impact Awards</u>
Child and Family Services of New Hampshire:	
Behavioral Health	\$ 12,500
Safe Visitation Program	20,000
Child Care Center in Norwich	5,250
Child Care Resource	2,325
Community Action Program Belknap	1,000
Copper Cannon Camp	1,000
Cover Home Repair	11,000
Dismas of Vermont	6,000
Girls Incorporated of New Hampshire	3,500
Global Campuses Foundation	5,000
Good Beginnings, Inc.	2,149
Good Neighbor Health Clinic/Red Logan Dental Clinic	7,596
Grafton County Senior Citizens Council	6,500
Green Mountain Children's Center	15,000
Hartford Community Restorative Justice Center	9,500
Headrest, Inc.	10,000
HIV/HCV Resource Center	3,500
Maple Leaf Children's Center, Inc.	1,000
Mt. Ascutney Hospital and Health Center	8,000
NH Legal Assistance	2,000
Ohana Family Camp	2,500
Ottauquechee Health Foundation, Inc.	10,500
Safeline, Inc.	7,000
Second Wind Foundation:	
Community Education and Advocacy	5,000
Turning Point Recovery Center	10,000
Willow Grove	9,000
Springfield Family Center	10,000
Southeastern Vermont Community Action	18,000

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
 PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
 UPPER VALLEY REGION (CONTINUED)
 Year Ended March 31, 2017

	<u>Community Impact Awards</u>
The Children's Center of the Upper Valley	\$ 15,000
The Family Place	8,000
The Mayhew Program	4,000
Twin Pines Housing Trust:	
Affordable Housing	17,500
Support and Services at Home	10,000
Upper Valley Haven:	
Community Services Program	12,500
Shelter Services Program	16,000
Upper Valley Trails Alliance	1,750
Valley Court Diversion Program	11,335
Visions for Creative Housing Solutions	3,000
Visiting Nurse Association and Hospice for VT and NH	4,000
West Central Behavioral Health	10,500
Willing Hands - Feeding Hungry Neighbors	10,000
Windham and Windsor Housing Trust	5,392
Windsor County Partners:	
Lunch Program	1,800
Partners Always Lend Support Program	2,232
WISE:	
Crisis Intervention and Support Services	15,000
Emergency Shelter and Housing	5,500
Prevention and Education Program	7,500
Zack's Place Vermont	5,000
	<u>\$ 370,829</u>
	<u>Emerging Opportunity Grants</u>
Headrest, Inc.	\$ 10,000
Springfield Turning Point	7,500
	<u>\$ 17,500</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
 PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
 SOUTHERN REGION
 Year Ended March 31, 2017

	<u>Community Impact Awards</u>
Boys and Girls Club of Salem	\$ 28,000
Child and Family Services of New Hampshire	22,662
City Year New Hampshire	45,000
Easter Seals New Hampshire, Inc.	40,000
Girls Incorporated of New Hampshire	20,000
Granite YMCA and Boys and Girls Club of Manchester:	
Youth Engagement Collective Impact	37,500
Power Scholars Summer Collaborative	25,000
Greater Derry Community Health	30,000
International Institute of New Hampshire	15,000
Manchester Community Health Center	40,000
Manchester Community Music School	10,000
Manchester Neighborhood Health Improvement Strategy:	
Building Adult Capacities Collaborative	180,000
Care Coordination and Case Management	170,000
Childhood Resiliency and Care Coordination	55,000
NH Legal Assistance	20,000
Serenity Place:	
Wrap Around Services	20,000
The Mayhew Program	10,000
The Upper Room, A Family Resource Center	20,000
YWCA New Hampshire	40,000
	<u>\$ 828,162</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
NORTHERN REGION
Year Ended March 31, 2017

	<u>Community Impact Awards</u>
Community Action Program Belknap-Merrimack Counties, Inc.	\$ 500
Coos County Coalition Project	2,500
Coos County Family Health Services, Inc.	4,000
Copper Cannon Camp	2,500
Harvest Christian Fellowship:	
Community Café	3,008
Feeding Hope Food Pantry	4,300
Helping Hands North, Inc.	3,000
NH JAG	3,000
NH Legal Assistance	2,500
North Conway Community Center	1,152
Northern Human Services	6,500
Ohana Family Camp	1,500
The Family Resource Center at Gorham	2,500
Tri-County Community Action Program	6,500
	<u>\$ 43,460</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS

CENTRAL REGION

Year Ended March 31, 2017

	<u>Community Impact Awards</u>
Boys and Girls Clubs of Central New Hampshire	\$ 16,520
Circle Program	5,000
Grafton County Senior Citizens Council, Inc.	2,000
Health First Family Care Center	20,000
Laconia Area Community Land Trust	20,000
Lakes Region Child Care Services	40,000
Lakes Region Community Services	20,000
New Beginnings Without Violence and Abuse	5,000
NH JAG	10,000
Salvation Army	10,000
The Mayhew Program	5,000
Voices Against Violence	5,000
	<hr/>
	\$ 158,520

GRANITE UNITED WAY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended March 31, 2017

Federal Grantor Pass-through Grantor Program Title	Federal CFDA Number	Federal Expenditures
Regional Public Health Network Services Cluster		
<u>U.S. Department of Health and Human Services</u>		
State of N.H. Department of Health and Human Services - South Central Public Health Network		
Block Grants for Prevention and Treatment of Substance Abuse	93.959	\$ 133,765
Hospital Preparedness Program & Public Health Emergency Preparedness Aligned Coop Agreements	93.074	84,515
Public Health Emergency Preparedness	93.069	-
Preventive Health and Health Services Block Grant	93.758	51,059
Substance Abuse and Mental Health Services	93.243	-
<i>Total State of N.H. Department of Health and Human Services - South Central Public Health Network</i>		<u>269,339</u>
State of N.H. Department of Health and Human Services - Capital Area Public Health Network		
Block Grants for Prevention and Treatment of Substance Abuse	93.959	146,866
Hospital Preparedness Program & Public Health Emergency Preparedness Aligned Coop Agreements	93.074	65,598
Public Health Emergency Preparedness	93.069	-
Preventive Health and Health Services Block Grant	93.758	31,242
Substance Abuse and Mental Health Services	93.243	-
Immunization Cooperative Agreements	93.268	9,485
<i>Total State of N.H. Department of Health and Human Services - Capital Area Public Health Network</i>		<u>253,191</u>
State of N.H. Department of Health and Human Services - Carroll County Coalition for Public Health		
Block Grants for Prevention and Treatment of Substance Abuse	93.959	105,514
Hospital Preparedness Program & Public Health Emergency Preparedness Aligned Coop Agreements	93.074	100,471
Public Health Emergency Preparedness	93.069	-
Preventive Health and Health Services Block Grant	93.758	42,325
Substance Abuse and Mental Health Services	93.243	-
Immunization Cooperative Agreements	93.268	8,106
<i>Total State of N.H. Department of Health and Human Services - Carroll County Coalition for Public Health</i>		<u>256,416</u>
		<u>778,945</u>
<u>U.S. Internal Revenue Services</u>		
Department of the Treasury		
Volunteer Income Tax Assistance (VITA) Matching Grant Program	21.009	53,932
<u>Corporation for National and Community Service</u>		
AmeriCorps State and National		
AmeriCorps	94.006	20,588
<u>U.S. Department of Health and Human Services</u>		
Office of the Secretary		
Pregnancy Assistance Fund Program	93.500	4,345
		<u>\$ 857,810</u>

The accompanying notes are an integral part of this schedule.

GRANITE UNITED WAY

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Note 1. Basis of Presentation

The Schedule of Expenditures of Federal Awards ("the Schedule") includes the federal grant activity of Granite United Way ("the United Way"), under programs of the federal government for the year ended March 31, 2017. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) *Uniform Guidance*. Because the schedule presents only a selected portion of the operations of the United Way, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the United Way.

Note 2. Basis of Accounting

This schedule is prepared on the same basis of accounting as the United Way's financial statements. The United Way uses the accrual basis of accounting. Expenditures represent only the federally funded portions of the program. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

Note 3. Program Costs

The amounts shown as current year expenditures represent only the federal grant portion of the program costs. Entire program costs could be more than shown. Such expenditures are recognized following, as applicable, either the cost principles in the OMB Circular A-122, Cost Principles for Non-Profit Organizations, or the cost principles contained in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Note 4. Major Programs

In accordance with OMB Uniform Guidance, major programs are determined using a risk-based approach. Programs in the accompanying Schedule are determined by the independent auditor to be major programs.

Note 5. Indirect Cost Rate

The United Way has elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance. The United Way did not charge any indirect costs to the federal grants.



NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Directors
Granite United Way
Manchester, New Hampshire 03101

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Granite United Way as of and for the year ended March 31, 2017, and the related notes to the financial statements, which collectively comprise Granite United Way's basic financial statements, and have issued our report thereon dated August 17, 2017.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Granite United Way's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Granite United Way's internal control. Accordingly, we do not express an opinion on the effectiveness of Granite United Way's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Granite United Way's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Martha Wechsler & Company

Concord, New Hampshire
August 17, 2017



NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION
CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

**REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON
INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH THE UNIFORM
GUIDANCE**

To the Board of Directors
Granite United Way
Manchester, New Hampshire 03101

Report on Compliance for Each Major Federal Program

We have audited Granite United Way's compliance with the types of compliance requirements described in the U.S. *Office of Management and Budget (OMB) Compliance Supplement* that could have a direct and material effect on each of Granite United Way's major federal programs for the year ended March 31, 2017. Granite United Way's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

Management is responsible for compliance with the requirements of federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Granite United Way's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Granite United Way's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Granite United Way's compliance.

Opinion on Each Major Federal Program

In our opinion, Granite United Way complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended March 31, 2017.

Page 34

Report on Internal Control over Compliance

Management of Granite United Way is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Granite United Way's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Granite United Way's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Nathan Wechsler & Company

Concord, New Hampshire
August 17, 2017

GRANITE UNITED WAY
 SCHEDULE OF FINDINGS AND QUESTIONED COSTS
 (UNIFORM GUIDANCE)
 YEAR ENDED MARCH 31, 2017

Section I: Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: *unmodified*

Internal control over financial reporting:

Are any material weaknesses identified?	_____	Yes	___X___	No
Are any significant deficiencies identified?	_____	Yes	___X___	None
Is any noncompliance material to financial statement noted?	_____	Yes	___X___	No

Federal Awards

Internal control over major federal programs:

Are any material weaknesses identified?	_____	Yes	___X___	No
Are any significant deficiencies identified?	_____	Yes	___X___	None
Type of auditor's report issued on compliance for major federal programs:	<i>unmodified</i>			
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	_____	Yes	___X___	No
Identification of major federal programs:				
CFDA Numbers	Name of federal program or cluster			
93.959 - Block Grants for Prevention and Treatment of Substance Abuse				
93.074 - Hospital Preparedness Program and Public Health Emergency Preparedness Aligned Cooperative Agreements				
93.069- Public Health Emergency Preparedness				
93.758 - Preventive Health and Health Services Block Grant				
93.243 - Substance Abuse and Mental Health Services				
93.268 - Immunization Cooperative Agreements				
Dollar threshold used to distinguish between type A and type B programs:	\$750,000			
Auditee qualified as a low-risk auditee?	_____	Yes	___X___	No

2017 GUW Board Members

Southern Region	Merrimack County
Joe Carelli Citizens Bank	Nannu Nobis, Chairman Nobis Engineering, Inc.
Dean Christon, Immediate Past Chair New Hampshire Housing Finance Authority	Marlene Hammond Lincoln Financial Group
Jeremy Veilleux, Treasurer Baker Newman Noyes	Charlie Head Sanborn, Head & Associates
Sean Owen, First Vice Chair Wedu and Talient Action Group	Larry Major Pike Industries
Jason Cole Catholic Medical Center	Heidi Nadeau H.L. Turner Group
Michael Delahanty Salem School District	Jeffrey Savage Community Volunteer
John Mercier Primary Bank	Gary Shirk Bovie Screen Printing
Paul Mertzic Catholic Medical Center	Rodney Tenney Community Volunteer
Joseph Purington Eversource Energy	James Scammon Granite Group Benefits, Inc.
Charla Stevens McLane Middleton	Heather Staples Lavoie, Second Vice Chair Geneia
Anna Thomas Manchester Health Department	Central Region
Robert Tourigny Neighborworks of So. New Hampshire	Paul Falvey Bank of New Hampshire
Steven Webb TD Bank	Sue Ruka Memorial Hospital
Upper Valley	Cass Walker LRGHealthcare
Gordon Ehret Hypertherm, Inc.	Rick Wyman NH Mutual Bankcorp. Meredith Village Savings Bank
Julia Griffin Town of Hanover	Northern Region
Evan Smith Hypertherm, Inc.	Bill Bedor, Secretary Bedor Management & Investments, Inc.
Sally Ann Kraft Dartmouth Hitchcock Medical Center	

Cary Gladstone

RELEVANT EXPERIENCE

Information & Referral

- Provide training to social service providers and community with strong referral component to statewide and national financial resources
- Maintain relationships with public health, after school, family strengthening and asset building programs and their leadership throughout NH & VT
- Conducted training for 211-NH staff on VITA program
- Started information and referral program at Family Resource Center

Community Tax Preparation/Asset Building

- Currently supervise 7 VITA (Volunteer Income Tax Assistance) sites in 6-county area of NH & VT, managing staff and overseeing volunteer recruitment and training
- Lead community-based statewide asset building program, including chairing the CASH (Creating Assets, Savings & Hope) Coalition of the Lakes Region, part of the Financial Stability Partnership, and CA\$H Coalition of NH
- Co-organized statewide NH Asset Summits in 2013 & 2015
- Coordinated Franklin and Manchester, NH VITA sites, resulting in 742% increase in families served.
- Coordinated matched savings program for first time home ownership, college funding, small business and vehicle purchase.
- Developed information and referral services for Family Resource Center.
- Organized “It’s Your Money” Show to provide 200 adults and youth access to financial resources.

Workforce Development/Training

- Coordinated economic development project in conjunction with local community and business leaders for the purpose of business retention and expansion.
- Developed alternative work experience placements as part of statewide welfare-to-work.
- Initiated pilot program on job-seeking for people with arthritis.
- Assisted in bringing satellite office of NH Employment Security to Franklin, NH.

Work with Diverse and Underserved Populations

- Co-organizer of diversity conference with attendance from 7 states.
- Served on Multicultural Festival organizing committee.
- Organized workshops for people with disabilities and their families.
- Presented workshops for people of low-to-moderate socioeconomic standing.

Employment

2012-Date Granite United Way
2005-2012 Casey Family Services
2000-2004 NH Community Loan Fund

Previously: NH Job Training Council
Concord Regional Visiting Nurse Association
Arthritis Foundation
American Heart Association
River Valley Community College
WIKE, Newport, VT/WTSV, Claremont, NH

EDUCATION

Southern New Hampshire University, Master of Science, Community Economic Development
University System of New Hampshire, Bachelor's Degree, Management
Graham Jr. College, Associate in Applied Science, Communications

CIVIC

CATCH Neighborhood Housing (Board of Directors member, Board secretary), Concord Task Force Against Racism and Intolerance (member), Choose Franklin (past Advisory Board member), Trailwrights (member), Community Players of Concord (past Board member)

Joseph F. Frappiea

Summary of Qualifications

- Effective results through self-motivation and determination.
- Expertise includes collections and customer relations, social services

Professional Experience

Granite United Way

3/16 – Present **Director 211 Call Center Operations**

- Supervise all call center staff
- Oversee scheduling
- Monitor call volume
- Schedule training
- Manage difficult callers
- Duties of I&R Referral Specialist
- Create PowerPoint presentation
- Create call charts

Granite United Way

5/15 to 3/16 **211 Information and Referral Specialist**

- Search Database
- Gather and record data from callers
- Serve callers with languages other than English, via interpreter services
- Provide friendly, professional and supportive services
- Survey callers to ensure their needs have been met
- Perform administrative duties
- Other duties as assigned

Liberty Utilities

3/14 to 12/14 **Credit & Collections Supervisor**

- Ensure compliance of PUC regulatory rules
- Create regulatory letters and disconnect notices
- Conduct interviews for customer service, credit and collection positions
- Coordinated and implemented training classes

Eversource (Public Service of New Hampshire)

8/07 to 2/14 **Credit Supervisor**

- Handle appeal calls
- Assign work for credit specialist and credit counselors
- Handle large power billing customers on disconnect
- MC state wide agency meetings
- Create PowerPoint presentations
- Write employee reviews
- Perform credit counselor jobs when needed
- Conduct interviews

7/98 to 8/07 **Credit Counselor**

- Handle credit related phone calls for both deposits & account receivables
- Review collection orders to be worked
- Call on statement billing accounts that are past due
- Maintain high level of availability for incoming calls
- Perform safety presentations
- Work as a team with other employees to achieve company goals
- Help to train new employees
- Work closely with agencies to provide assistance for customers
- Attend state wide agency meetings
- Work with NH Public Utilities Commission

10/95 to 07/98

Credit Specialist

- Process collection orders for payment or disconnect service for both residential and business customers
- Work with customers face to face regarding their past due account
- Disconnect and connect single and 3 phase meters
- Outbound calls on past due accounts
- New employee training

Professional Achievements

- Chairman of Celebration Committee for year 2000 / Co-Chaired 2007
- 23 Years 10 Months of Employment with the same company
- Reduced 90 days past due accounts receivables from \$48 million to \$12million

Computer Skills

- Proficient with Microsoft Office Products
- Database Usage: Cogsdale, C2, CACS, and Customer Service Systems

Education

Graduate of Bellows Falls Union High School

Angel Joslin

Skills:

- Years of customer service experience
- Personal care provider
- Strong organizational skills
- Problem solving skills
- Ability to make quick decisions
- Ability to stay on task
- Phone etiquette
- Experience in:
 - Answering and directing phone calls
 - Arranging transportation
 - Arranging shelter

Work Experience:

Information and Referral Specialist

5/04/2016 – Present

2-1-1 NH

603-621-6893

Identifying client's needs in order to inform and refer to proper organizations and program that best fit their needs.

Information & Referral Specialist

02/01/2014 – Present

2-1-1 NH

603-621-6893

Overnight on-call specialist handling HomeHelp NH, homeless calls and the NH Treatment locator calls. I am familiar with both Refer and the taxonomy due to previously volunteering to do database work.

Volunteer

10/10/2012-02/01/2014

2-1-1 NH

603-621-6892

Worked in the database to keep resources current through formal updates, website search, and contact with agencies. Maintained and linked taxonomy terms so that they would be most efficient for both I&R Specialists and website users.

Personal Care Attendant

04/02/2012 - 09/4/2012

Granite State Independent Living

Helped an elderly woman with basic needs such as eating, dressing, and bathing.

MIS Assistant

01/1/2010-03/18/2010

Shriver Job Corps

978-784-2600

Worked with team members to collect and sanitize 90 staff computers; replacing them with 90 new computers which we installed, secured, and deployed.

Instructors Assistant

04/09-06/09

Shriver Job Corps

978-846-9917

Worked with new computer technology instructor to plan and implement a new and more efficient course and study material. Helped with day to day tasks such as, attendance, class order, and student help.

Education:

Manchester Community College

Psychology/Behavioral Science

01/21/2014

Microsoft Certified Professional

Installing, configuring, and administering Microsoft Windows XP Professional.

Shriver Job Corps

09/22/09

CompTIA Network + Certification

Maintaining, troubleshooting, and repairing computer networks and their components.

Shriver Job Corps

07/09/09

CompTIA A+ Certification

Maintaining, troubleshooting and repairing computers and their components.

Shriver Job Corps

04/21/09

GED

Shriver Job Corps

04/18/08

References available upon request

Dawn Schneider

SUMMARY

Skill Highlights- Customer service professional offering 11 years of diversified experience. Excellent communication and problem-solving skills. Dedicated to achieving customer satisfaction as well as meeting or surpassing company expectations. Able to focus on projects, develop strategies and meet or exceed deadlines. Strong rapport with personnel, customers, and associates based on knowledge, professionalism, and integrity.

WORK EXPERIENCE

211NH

December 2015-Present

Information and Referral Specialist

- Answer incoming phone calls to provide information and referral service activities including intake, assessment and referral.
- Assess the callers needs and level of crises intervention required
- Answering a multi-line phone to assist callers with questions about public, private or government resources for health and social services
- Screening callers for needed services to ensure appropriate referrals are given To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- Providing specific and detailed information to callers about accessing public, private, or government health and social services.
- Entering call data accurately and completely into the 2-1-1 NH database in accordance with established standards
- Provide advocacy for inquirers when needed by interacting with clients and agencies in resolving problems and providing information.
- Researching new resource information for inclusion in the resource database Providing 2-1-1 representation at community outreach events and service delivery meetings as needed

Trugreen

February 2015-November 2015

Customer Service Representative/Accounts Receivable

- Communicate with customers daily
- Communicate information clearly and accurately
- Committed to the assistance and support of others while maintaining a cheerful and helpful attitude
- Built rapport with customers through effective and precise communication
- Build rapport and trust quickly with clients and colleagues
- Assisted customers with inquiries and provided all pertinent information
- Researched accounts, answered questions, and worked with new customers
- Successfully pacified hostile or antagonistic callers and negotiated a mutually agreeable solution by patiently providing alternatives to reconcile the customer's needs with the company's objectives
- Highly trained and skilled in processing personal and confidential information

Little Mexico Restaurant

August 2014-May 2015

Server/Bartender

- Experienced hands on in food/Beverage
- Skilled in maintaining inventory of bar
- Experienced in mixing drinks and serving alcohol
- Excellent organizational skills and work well under pressure
- Punctual, team player, dedicated and supportive of co-workers
- Efficient in maintaining and orderly and clean work space

- Proficient in handling cash, debit, and credit transactions

Nagler Group

April 2014-August 2014

Customer Service Representative (Temp)

- Communicate with customers daily via telephone and email
- Verify customer orders using various programs
- Research customer accounts to ensure accuracy of information
- Set up appointments and verified these with customer
- Answered any questions regarding products and services
- Successfully pacify hostile or antagonistic callers and negotiate a mutually agreeable solution by patiently providing alternatives to reconcile the customer's needs with the company's objectives
- Processed personal and confidential information

Ultimate Staffing, Boston MA

November 2013-April 2014

Customer Care Representative (Temp)

- Communicate with customers daily
- Take customer orders from various catalogs and upsell where appropriate
- Assist customers with inquiries and provide all pertinent information
- Research accounts, answer questions, and work with new customers
- Successfully pacify hostile or antagonistic callers and negotiate a mutually agreeable solution by patiently providing alternatives to reconcile the customer's needs with the company's objectives
- Process personal and confidential information

Potpourri Group Inc., Billerica MA

November 2013-December 2013

Customer Care Representative (seasonal)

- Communicate with customers daily
- Take customer orders from various catalogs and upsell where appropriate
- Assist customers with inquiries and provide all pertinent information
- Research accounts, answer questions, and work with new customers
- Successfully pacify hostile or antagonistic callers and negotiate a mutually agreeable solution by patiently providing alternatives to reconcile the customer's needs with the company's objectives
- Process personal and confidential information

Express Scripts/Freedom Fertility, Byfield MA

January 2013 - May 2013

Patient Care Coordinator

- Communicated with customers daily
- Communicated information clearly and accurately
- Committed to the assistance and support of others while maintaining a cheerful and helpful attitude
- Built rapport with customers through effective and precise communication
- Build rapport and trust quickly with clients and colleagues
- Assisted customers with inquiries and provided all pertinent information
- Researched accounts, answered questions, and worked with new customers
- Successfully pacified hostile or antagonistic callers and negotiated a mutually agreeable solution by patiently providing alternatives to reconcile the customer's needs with the company's objectives
- Highly trained and skilled in processing personal and confidential information

Aerotek, Woburn, MA

September 2012 - January 2013

Patient Care Coordinator (Temp)

- Communicated with customers daily
- Communicated information clearly and accurately
- Committed to the assistance and support of others while maintaining a cheerful and helpful attitude. Built rapport with customers through effective and precise communication
- Build rapport and trust quickly with clients and colleagues
- Assisted customers with inquiries and provided all pertinent information
- Researched accounts, answered questions, and worked with new customers

- Successfully pacified hostile or antagonistic callers and negotiated a mutually agreeable solution by patiently providing alternatives to reconcile the customer's needs with the company's objectives
- Highly trained and skilled in processing personal and confidential information

Internal Revenue Service, Andover, MA

January 2002 - November 2010

Customer Service Associate

Tax Examination-Call Center

- Investigated and resolved customer inquiries and complaints in a timely and empathetic manner
- Prepared and drafted all outgoing correspondence in a timely manner
- Verified and logged in deadlines for responding to daily inquiries and outlined the appropriate process and procedures necessary to fulfill and complete inquiries
- Provided efficient customer service to clients
- Computed, recorded, and proofread data, records and reports
- Complied with federal, state, and company policies, procedures and regulations
- Communicated with customers, employees and other individuals to answer questions and explain information
- Reviewed files, records and other documents to obtain information and respond to requests

EDUCATION AND TRAINING

Northern Essex Community College, Haverhill, MA

Associates, Human Services/Drug and Alcohol Certificate **2014-present**

Other Activities

Outreach Coordinator for The Place of the Skull Motorcycle Ministry through Rock Church Ministries in Plaistow, NH

Donna Velt

|||

PROFILE

With an extensive background in retail banking and customer service, I have a track record of achieving sales goals, service targets and operational soundness. Highly motivated and experienced in providing superior customer satisfaction and building long-lasting business relationships. Team oriented with excellent time management and organizational skills, polished interpersonal and communication skills.

EXPERIENCE

Granite United Way

Information and Referral Specialist

Manchester, NH

May 2016 – Present

- Answer incoming phone calls to provide information and referral service activities including intake, assessment and referral
- Assess the caller's needs and level of crises intervention required
- Providing specific and detailed information to callers about accessing public, private, or government health and social services
- Entering call data accurately and completely into the 2-1-1 NH database in accordance with established standards
- Serve as the on call 211 I&R Specialist off hours, weekends, or holidays as needed

Temporary Agency

Customer Service/Accounts Receivable Specialist

Bedford, NH

November 2015 – March 2016

- Process accounts receivables via online and lockbox payments to ensure that customer accounts correctly reflect payments
- Prepare account billing and payment adjustments; debits/credits/abatements
- Sort incoming mail and faxes to correct internal recipient or customer account
- Operate scanner ensuring that all receivables are distributed to correct account
- Run/research credit balance accounts, note, and create appropriate adjustments
- Prepare and distribute cash reports as established by procedure
- Process return items

Retail Department Store

Sales Associate

Manchester, NH

November 2014 – Present

- Consistently achieve sales goals utilizing a proactive method by asking questions, listening to shoppers' needs, and providing options and advice on meeting and exceeding those needs
- Assist customers in all aspects of service fulfillment by demonstrating proficient use of proprietary devices and applications
- Perform daily audits of department inventory
- Proactively create enhanced shopping experiences through the heightened use of tools, technology and collaboration

Temporary Agency

Mortgage Loan Processor

Bedford, NH

September 2015 – November 2015

- Reviewed mortgage loan applications for integrity and completeness; including compliance with regulatory disclosures and guidelines
- Sorted mortgage loan applications and transfer uploaded application files into the loan origination system
- Updated application information as data and verifications were received
- Ensured proper notice and regulatory treatment of denied, incomplete, and withdrawn applications
- Researched and responded to all customer and applicant inquiries

Temporary Agency
Commercial Loan Document Imaging Specialist

Bedford, NH
November 2014 – June 2015

- Prepared commercial loan documents
- Prepared documents for centralized storage in preparation of Eastern Bank acquisition
- Reviewed and sorted confidential commercial credit files with tact and discretion
- Entered information from loan documents into Eastern Bank's system for cataloging and indexing

Insurance Company
Customer Care Professional

Hooksett, NH
February 2014 – July 2014

- Provided phone support to resolve member inquiries related to benefits, claims, and correspondence requests
- Researched complex member issues in a timely manner

Banking
Banking Center Manager

NH
February 2012 – May 2013

- Managed and coached a team of sales and service professionals to meet and exceed sales targets
- Led a team of service professionals to provide superior customer service
- Ensured operational excellence of banking center
- Ensured collaboration between branch and on-site specialists

Banking
Senior Branch Manager

NH
August 2006 – August 2011

- Managed overall administration of sales, service and operational efficiency of the branch team to meet bank objectives
- Implemented a new sales process and telesales techniques to coach sales team on more efficient ways to identify, pursue and support clients' ever-changing needs
- Worked closely with the associates on the Teller Line to increase their level of awareness, comfort, and ability to effectively cross-sell bank products to both new and existing customers
- Consistently led the branch team in sales of Cash Management; Business Express; Merchant Services; and Investment Referrals
- Served as a mentor to other Branch Managers and Assistant Branch Managers
- Supported the Banks commitment to community service and earned the Annual Community Service Award in 2010

Banking
Community Banking Manager

NH
2000 – 2006

- Lead branch team to achieve success in sales goals and operational efficiency
- Built and maintained business relationships
- Received applications and conducted loan closings for Small Businesses and Consumer Loans

SKILLS

- Customer Service and relationship management skills
- Maintain audit and compliance standards
- Strong focus on organizational skills and attention to detail
- Ability to work in a team environment with emphasis on achieving team goals
- Proficient in Microsoft Office Suite: Word, Excel, PowerPoint, and Outlook

PREVIOUS COMMUNITY INVOLVEMENT

- Ambassador Committee of the Greater Salem Chamber of Commerce
- Member of the Salem Rotary Club
- Fund Raising Coordinator for the Salem Depot Restoration Project
- Member on the Board of Directors for Greater Salem Caregivers

Stephanie Wolfkill

stephanie.dash@211nh.org

OBJECTIVE To obtain a position which will utilize my skills and experience and be beneficial to myself and the industry in which I apply.

EXPERIENCE **GRANITE UNITED WAY NH 211**
Information and referral specialist (on call) 2015- Current
Information and referral specialist 2016-Current
22 Concord st
Manchester NH 03102

Assist callers after hours with different needs based on NH 211's current 24/7 contracts including assisting homeless clients find shelter as well as provide advocacy and information. Assist homeowners facing foreclosure in the intake process while providing pertinent information about the foreclosure process. Assist callers who are in need of drug and alcohol services get connected to the resources available to them based on their needs but assessing their current situation and providing guidance. Navigate 211's Refer database to find valuable resources for said callers. Enter clients into Refer as per protocol and log all info for each call. (On call)

Provide information and refer callers in need of social service issues using the database. Assist callers with needs such as finding homeless shelters, fuel assistance, housing, food and clothing in their area searched by zip code. Make correct referrals based on the evaluation of the caller's needs. Record all calls in 211 database (Current)

METROCAST COMMUNICATIONS
Customer Service Representative 2014-2015
9 Apple Rd
Belmont NH 03220

Assist customers via telephone with new service sign up and upgrades. Trouble shoot technical issues and ensure quality of service. Retain customers as needed and offer additional services where prompted. Assist customers with payments via telephone and ensure satisfaction.

YANKEE BOOK PEDDLER
Quality Assurance Specialist/ Processor 2010-2014
999 Maple St
Contoocook NH 03229

Assure the quality of processed books in accordance to customer specifications and ensure satisfaction of said books. Oversee the reception of inventory to shipping and communicate any delays in the process. Process books to the specifications of the customer and including but not limited to, installing security devices, installing inventory control barcodes and installing protective sheathes.

PAULA R. NINIVAGGI

SUMMARY and ACCOMPLISHMENTS

- Developer and editor of the monthly electronic Disability Information and Resource Newsletter; distributed to thousands of people statewide, regionally, and nationally.
- Receives accolades on helpfulness of newsletter and resources from: educators, families, Hispanic Network, National Institute of Health, National Alliance on Mental Illness-New Hampshire, Parent Information Center, Service Link, Veterans, people with disabilities and more.
- Extensive knowledge of community, state, and national disability, benefits, employment, health, independent living, mental health, and other programs and services.
- Strong analytical, communication, creative thinking, customer service, decision making, marketing, organization, and problem solving skills.
- Extensive skills and experience with: Excel, Word, databases, email applications, the Internet, social media, and website content, development, and maintenance.
- Able to work independently and collaboratively in a team-based environment.
- Graduate, Leadership New Hampshire, Class of 2009.
- Collaborator with the New Hampshire Chapter of the National Alliance on Mental Illness's (NAMINH) on creation of SIDE by SIDE for Independent Living; now a national model program.
- Improved the Disability Seminar series by: increasing the number of speakers, attendees, quality of, and satisfaction with the seminars.
- Volunteer work: Foster Adoptive Parents Resource Guide, Cultural Diversity Task Force, and more.

EXPERIENCE

PROGRAM LIAISON - New Hampshire Statewide Independent Living Council (SILC), Concord, NH, 2006 - present

- Developer and editor of the monthly Disability Information and Resource Newsletter; distributed to thousands of people statewide, regionally, and nationally.
- Successfully developed model communication dissemination outreach plan.
- Presented, exhibited, and developed Resource Guide on Disaster Preparedness.
- Created and disseminated resource guides on: Back to School, Healthy Living, Mental Health, and Transition.
- Developing online resource guide with the NH Council Developmental Disabilities.
- Increased the number of collaborators with the SILC, including culturally diverse agencies and communities.
- Maintaining ongoing database of: children, community, disability, education, employment, grants, mental health, veterans, federal and state programs, and other resources.
- Develops and disseminates quickly information related to disasters and emergencies.
- Ensuring compliance and contractual requirements in accordance with federal and state rules and regulations.
- Preparing reports on various items related to the SILC.
- Responding to questions and requests for information from: people with disabilities, agencies serving people with disabilities, providers, families, and the general public.
- Researching, reviewing, and reporting on legislation and policies affecting persons with disabilities.
- Providing data and statistical analysis.

OLMSTEAD COORDINATOR - Division of Behavioral Health, State of New Hampshire, 2002 - 2006

- Established and maintained positive working relationship with bureau staff, contractors, consumers, mental health agencies, providers, and the general public.
- Participated in New Hampshire Olmstead and Mental Health planning initiatives.
- Participated in various training and technical assistance forums including ones on: workforce retention, policy framework, housing, financing community based long-term care, and budgetary dynamics.

- Gave presentations to the New Hampshire Older Adult Mental Health Planning and Advisory Council.
- Coordinated annual New Hampshire Adult Mental Health Planning and Advisory Council retreat.
- Actively participated in accomplishing the mandates of the New Hampshire Mental Health Planning and Advisory Council to review the state's comprehensive mental health plan, monitor and evaluate the statewide system of mental health services, and advocate for consumers of mental health services and their families.
- Member of the Real Choices Council, New Hampshire Adult Mental Health Planning and Advisory Council, and the Nursing Home Transition Workgroup.
- Developing training sessions for mental health consumers and families on disability rights.

CUSTOMER SERVICE REPRESENTATIVE - Oxford Health Plans, Hooksett, NH, 1997 – 2002

- Answered over 90 requests for information daily utilizing time management, communication, and problem solving skills.
- Troubleshoot claim problems and benefit issues.
- Interpreted and educated peers, patients, and health care providers on medical and payment policies.
- Provided complete and accurate details on medical and regulatory policies and benefits.
- Proactive promotion of benefits and services to patients and providers.
- Conducted in-services and trained new employees.
- Received awards for achieving 100 percent in quality of information, accuracy of information, and communication skills. Awards for top performance. Accolades from peers, patients and providers on professionalism and problem solving abilities.

MEDICAL RECORDS MANAGER - Manchester Community Health Center, Manchester, NH, 1994 – 1997

- Responsible for maintaining over 6,000 records.
- Establish clinical document flow system.
- Improved efficiency of office.
- Selected as a facilitator for the Total Quality Management process.
- Co-chaired Medical Records Committee.

DRG SPECIALIST - Lowell General Hospital, Lowell, MA, January - September 1994

- Captured data to ensure accuracy and optimal reimbursement using automated systems.
- Accurately coded and abstracted medical records utilizing highly specialized nomenclatures.
- Properly sequenced diagnoses and procedures for optimum reimbursement.

CASE MANAGER - Brookside Hospital, Nashua, NH, 1988 – 1992

- Reduced insurance denials with an appeal success rate of 80%.
- Improved documentation and regulatory/Medicare compliance through monitoring and staff education.
- Prepared for surveys with resulting minimal deficiencies through automated data collection.
- Provided technical assistance.
- Served as liaison between staff and insurance companies.

EDUCATION

Bachelor of Science, Degree in Business - Southern New Hampshire University, Manchester, NH

Associates Degree, Health Information - Tidewater Community College, Virginia Beach, VA

References provided upon request.

CONTRACTOR NAME: Granite United Way

Key Personnel

Name	Job Title	Salary Year 17/18	Salary Year 18/19	Total Salary	Total % Paid from this Contract	Amount Paid from Contract 17/18	Amount Paid from Contract 18/19	Total Amount Paid from Contract
Cary Gladstone	Senior Director of 211-NH & Asset Building Strategies	\$66,690	\$66,690	\$133,380	2.40%	\$1,616	\$1,591	\$3,207
Joe Frappiea	Director 2-1-1 NH Call Center Operations	\$45,533	\$45,533	\$90,065	12.15%	\$5,516	\$5,431	\$10,947
vacant	Resource Database Manager	\$36,720	\$36,720	\$76,514	2.11%	\$800	\$811	\$1,611
vacant	VITA/Contracts Program Manager	\$42,861	\$42,861	\$85,722	3.61%	\$1,558	\$1,534	\$3,091
Angel Joslin	Information and Referral Call Specialist	\$35,022	\$35,022	\$69,030	18.03%	\$6,180	\$6,266	\$12,446
Dawn Schneider	Information and Referral Call Specialist	\$35,022	\$35,022	\$69,030	18.03%	\$6,180	\$6,266	\$12,446
Donna Velt	Information and Referral Call Specialist	\$35,022	\$35,022	\$69,030	18.03%	\$6,180	\$6,266	\$12,446
Stephanie Wolfkill	Information and Referral Call Specialist	\$35,022	\$35,022	\$69,030	18.03%	\$6,180	\$6,266	\$12,446
Paula Ninnivaggi	Resource Database Specialist	\$29,759	\$29,759	\$59,518	2.71%	\$800	\$811	\$1,611



29 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196

Maureen U. Ryan
Director of Human
Services

FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 17, 2017

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, Bureau of Homeless and Housing Services to amend a **sole source** agreement with Granite United Way (Vendor # 202684-B001), 22 Concord Street, 2nd Floor, Manchester NH 03103, for the provision of Intervention services for the State Grant-in-Aid Funds Program, by increasing the price limitation by \$50,000 from \$100,000 to \$150,000 while extending the completion date from June 30, 2017 to June 30, 2018, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later. The original agreement was approved by the Governor and Executive Council on October 21, 2015 (Item #12). This contract is funded with 100% General Funds.

Funding is available in the following account for State Fiscal Year 2017 and is anticipated to be available in State Fiscal Year 2018 upon the availability and continued appropriation of funds, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

**05-95-42-423010-7928 (REPLACED BY 05-95-42-423010-7927 ON JULY 1, 2017)
HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS:HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER
PROGRAM**

SFY	Class/Object	Title	Current Amount	Increase/ (Decrease)	Modified Amount
2016	102-500731	Contracts for Program Services	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Program Services	\$50,000	\$0	\$50,000
2018	102-500731	Contracts for Program Services	\$0	\$50,000	\$50,000
Total:			\$100,000	\$50,000	\$150,000

EXPLANATION

This request is **sole source** because Granite United Way is the only vendor in New Hampshire that provides a telephone intervention hotline for services throughout the state.

Granite United Way (211 NH) provides information and referral services to homeless persons, persons who are at risk of homelessness, and to any other caller seeking information about available homeless services in NH. The homeless hotline operated by NH 211 is a 24 hour service that is available to all callers. During NH 211's normal business hours, which are Monday – Friday from 8am – 7pm, a 211 call center operator takes calls, conducts a brief assessment of need, and provides immediate referrals to appropriate homeless services. This could include immediate placement into a homeless shelter and transportation to shelter if needed. During non-business hours, on-call operators take calls for emergency shelter only. All other callers with non-urgent needs are called back the following business day. In the case of an emergency shelter need, the on-call operator will locate a shelter bed and arrange transportation to the shelter. If there are no shelter beds available, 211 will arrange an emergency hotel stay for the client until the next business day.

In order to provide appropriate information and referrals to homeless services, NH 211 also maintains a centralized resource database, which is accessible by phone or online at www.211nh.org. NH 211 serves as the primary entry point into NH's Coordinated Entry system, which is a streamlined process for entering into the homeless services system that is mandated by the US Department of Housing and Urban Development (HUD).

The Department is satisfied with the services provided by the vendor. The original agreement reserved the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval. The attached amendment calls for the renewal of the provision of these services for one (1) year, leaving one (1) additional year of renewal.

The amendment provides that, notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should Governor and Executive Council not authorized this request, individuals and families who are without housing and resources may resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

May 19, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **sole source** contract amendment with Granite United Way (Vendor # 202684-B001) of Manchester, NH as described below and referenced as DoIT No. 2018-032A.

The requested action authorizes the Department of Health and Human Services to enter into a **sole source** contract amendment with Granite United Way to continue to provide intervention service for the State Grant-In-Aid Funds Program. Granite United Way (211 NH) provides a 24 hour telephone intervention information and referral services hotline to homeless persons, persons who are at risk of homelessness, and to any other caller seeking information about available homeless services in NH.

The funding amount for this amendment is \$50,000.00, increasing the current contract from \$100,000.00 to \$150,000.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.

A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a stylized flourish at the end.

Denis Goulet

DG/kaf
DoIT #2018-032A

cc: Bruce Smith, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
State Grant-In-Aid (SGIA) Funds Program**

This 1st Amendment to the State Grant-In-Aid (SGIA) Funds Program (hereinafter referred to as "Amendment # 1") dated this 21st day of March, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Granite United Way, (hereinafter referred to as "the Contractor"), a non-profit company with a place of business at 22 Concord Street, 2nd Floor, PO Box 211, Manchester, NH 03105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 21, 2015 (Item#12), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1, Paragraph 3, the State may at its sole discretion, amend and renew the contract upon written agreement of the parties and approval of the Governor and Executive Council; and

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

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

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.
2. Amend Form P-37, Block 1.7, to read June 30, 2018.
3. Amend Form P-37, Block 1.8, to increase Price Limitation by \$50,000 from \$100,000 to read: \$150,000.
4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
5. Amend Form P-37, Block 1.10, to read 603-271-9246.
6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
 - 1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.
7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.



**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**

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

5/16/17
Date

Maryellen Ryan
Name: Maryellen Ryan
Title: Director

May 10, 2017
Date

Granite United Way
Patrick T. J. [Signature]
Name: PATRICK TIFTS
Title: President

Acknowledgement of Contractor's signature:

State of New Hampshire County of Hillsborough on May 10, 2017 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Kathleen A. Scanlon
Signature of Notary Public or Justice of the Peace

Kathleen A Scanlon Executive Assistant/Office Manager
Name and Title of Notary or Justice of the Peace

My Commission Expires: June 24, 2020

KATHLEEN A. SCANLON
Notary Public - New Hampshire
My Commission Expires June 24, 2020

**New Hampshire Department of Health and Human Services
State Grant-In-Aid (SGIA) Funds Program**



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

OFFICE OF THE ATTORNEY GENERAL

6/5/2017
Date


Name: Sr. Asst. Attorney General
Title:

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:



Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES
BUREAU OF HOMELESS AND HOUSING SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9196 1-800-852-3345 Ext. 9196
FAX: 603-271-5139 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

40 12

10/21/15 #12

August 27, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

*Retroactive
Sole Source*

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Homeless and Housing Services to enter into a **retroactive, sole source** agreement with Granite United Way (Vendor # 202684-B001), 22 Concord Street, 2nd Floor, Manchester NH 03103, the for the provision of Intervention services for the State Grant-in-Aid Funds Program, in an amount not to exceed \$100,000, effective retroactive from July 1, 2015 through June 30, 2017, upon Governor and Executive Council approval. This contract is funded with 100% General Funds.

Funding is anticipated to be available in the following account for State Fiscal Year 2016 and State Fiscal Year 2017 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval of the Governor and Executive Council, if needed and justified.

05-95-42-423010-7928 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:HUMAN SERVICES, HOMELESS & HOUSING, EMERGENCY SHELTERS

State Fiscal Year	Class/Object	Title	Amount
2016	102-500731	Contracts for Program Services	\$50,000
2017	102-500731	Contracts for Program Services	\$50,000
			\$100,00

EXPLANATION

This request is **retroactive** because there was a delay with receiving the executed contract documents from the vendor. This request is **sole source** because Granite United Way is the only vendor in New Hampshire that provides a telephone intervention hot line for services throughout the state.

Granite United Way (211 NH) provides intervention services throughout the state which are non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

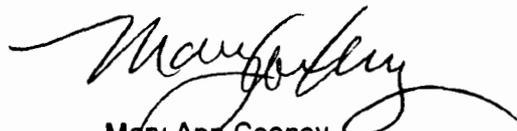
The attached contracts call for the provision of these services for two years and reserves the Department's right to renew the agreements for up to two (2) additional years, based upon satisfactory delivery of services, and continued availability of funds and Governor and Executive Council approval.

Should Governor and Executive Council not authorized this request, Individuals and families who are without housing and resources will resort to seeking local shelter in places that are not fit for people to live in, or will attempt to travel to shelters in other communities. This will increase the likelihood that homeless people will be in danger of injury or death, and will be cut off from basic supports for health, education and treatment.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

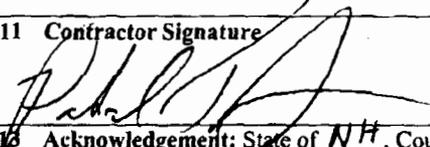
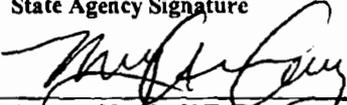
Subject: State Grant-In-Aid Funds Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Granite United Way		1.4 Contractor Address 22 Concord Street, 2 nd Floor PO Box 211 Manchester NH 03105	
1.5 Contractor Phone Number 603-621-6893	1.6 Account Number 05-95-42-423010-7928-102-500731	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$100,000
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Patrick M. Tufts MSW President and CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>10/1/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		KATHLEEN A. SCANLON Notary Public - New Hampshire My Commission Expires June 24, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace Kathleen A. Scanlon Executive Assistant / Office Manager			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory M. A. Conroy Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. York - On: <u>10/1/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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 remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

9.2 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.

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: PT
Date: 8-20-15

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event 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.

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

18. 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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



SCOPE OF SERVICES

State Grant In Aid Program

1. CONDITIONAL NATURE OF AGREEMENT

- 1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.
- 1.3. Matching Requirement
 - 1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:
 - 1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.
 - 1.3.1.2. In-kind (donations, volunteer time valued at \$10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.
 - 1.3.1.3. Loans such as mortgages or construction loans.
 - 1.3.1.4. Real property depreciation may not be used as match.
- 1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.
- 1.5. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.
- 1.6. All programs under this contract are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: <http://www.nh-hmis.org>.
- 1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

PS
8-22-15



Exhibit A

2. SERVICES:

- 2.1. The Contractor hereby covenants and agrees that during the term of this agreement, based on the continued availability of state funding and in accordance with New Hampshire Emergency Shelter State Grant-In-Aid Funds Program RSA 126-A:25, 126-A:27, 126-A:28, 126-A:29 and He-M 314, it will utilize SGIA funds for contract services specified in Exhibit B of this agreement:

Emergency Shelter - Any facility, the primary purpose of which is to provide temporary shelter for homeless individuals or families. Non-permanent shelter, which is crisis-oriented and designed to meet the basic needs of homeless clients. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Transitional Shelter - A time-limited independent housing residence, designed to provide a person or family, safe semi-private housing and comprehensive supportive services. Case management, educational or rehabilitative programs and referrals help to strengthen resiliency, enhance life skills and financial independence, and prepare for a successful transition to permanent housing. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and transitional shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Specialty Shelter - An emergency shelter for designed solely to serve the specialized needs of an identifiable subgroup of homeless individuals. Allowable activities include: Essential Services, such as assistance in finding permanent housing, employment counseling, substance abuse counseling, assistance in accessing other community services; staff salaries and benefits; and specialty shelter operational costs such as administration, rent, utilities, insurance, and supplies.

Intervention Services - Non-shelter services that assist persons who are homeless, or at imminent risk of homelessness through case management, assisted referrals, or other targeted services intended to assist persons experiencing homelessness obtain or maintain shelter. Examples of intervention activities include (but are not limited to) information and referrals to assist clients in exiting homelessness, assessing a client's eligibility for shelter/housing placement, legal services, HMIS, and drop-in centers or other facilities where clients have access to case managers as well as telephone/internet access for education, housing, employment purposes.

PT
8-20-15



Exhibit A

3. PROGRAM REPORTING REQUIREMENTS

- 3.1. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of compliance with the following key program outcomes:
 - 3.1.1. For Intervention;
 - 3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.
 - 3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.
 - 3.1.2. For Shelter;
 - 3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.
 - 3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.re.
- 3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.
- 3.3. The Contractor shall submit Other Reports as requested by the State.
- 3.4. Failure to submit the above reports or enter data into NH-HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the BHHS.

4. CONTRACT ADMINISTRATION

- 4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.
- 4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.
- 4.3. The Contractor shall inform BHHS of any staffing changes.
- 4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.
- 4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

PS
8-20-15



Exhibit B

-
- 3.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant-in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.
- 3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant-in-Aid Funds Program.
4. USE OF GRANT FUNDS
- 4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant-in-Aid Funds Program as specified in this Exhibit.
- 4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.
- 4.3. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.
5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM
- 5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.
- 5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.

ps
8-2015



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other 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 during the Contract Period, said records to 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.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, 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.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** 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.
- 9.2. **Audit Liabilities:** 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.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** 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.
13. **Credits:** 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:
 - 13.1. 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.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** 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.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000 each occurrence; and
4. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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.

Contractor Name:

8-20-15
Date

Patrick Tufts
Name: Patrick Tufts
Title: President



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Contractor Name:

6-20-15
Date


Name: Patrick Matis
Title: President



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

8-20-15
Date

Contractor Name:

Name: PATRICK TUTTS
Title: President



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

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

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

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

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

Exhibit G

Contractor Initials

PT

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

8-20-15
Date


Name: Patrick Telford
Title: President

Exhibit G

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

Contractor Initials PT

Date 8-20-15



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

8-20-15
Date

Contractor Name:

PTA
Name: Patrick Tufts
Title: President



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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

PT

8-20-15



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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials

PT

Date

8-20-15



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.

PT

8-20-15



Exhibit I

- e. Segregation. 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) I, 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.

<u>NH DHHS</u> The State	<u>Granite United Way</u> Name of the Contractor
<u>[Signature]</u> Signature of Authorized Representative	<u>[Signature]</u> Signature of Authorized Representative
<u>Mary Ann Conway</u> Name of Authorized Representative	<u>PATRICK TUFTS</u> Name of Authorized Representative
<u>Associate Commissioner</u> Title of Authorized Representative	<u>President</u> Title of Authorized Representative
<u>9/14/15</u> Date	<u>8-20-15</u> Date



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.

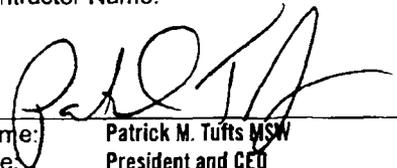
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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:

8-13-15
Date


Name: Patrick M. Tufts MSW
Title: President and CEO



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: 156484990
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?

XX NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____