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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Diane Langley
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

August 14, 2014

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

57% Federal funds
43% General funds

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an Agreement with Granite United Way (Vendor #160015-B001), 22 Concord Street Floor 2, Manchester, NH 03101 for the provision of system support Administration for the Refer 7 database that is used by the Department and its contractors to provide Information and Referral services to citizens in New Hampshire, in an amount not to exceed \$89,220, effective September 3, 2014 or date of Governor and Council approval, whichever is later through June 30, 2015.

Funds to support this request in State Fiscal Year 2015 are available in the following accounts. The contract provides the Department the authority to adjust amounts within the price limitation without further approval from the Governor and Executive Council.

05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

SFY	Class/Object	Class Title	Activity Number	Amount
2015	570-500928	Family Care Giver	48130316	\$15,197
			Sub Total	\$15,197

05-95-48-481010-89250000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAID SERVICES GRANTS

SFY	Class/Object	Class Title	Activity Number	Amount
2015	102-500731	Contracts for Prog Svc	48130461	\$9,804
			Sub Total	\$9,804

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

SFY	Class/Object	Class Title	Activity Number	Amount
2015	545-500387	Information & Referral Contracts	48130205	\$10,295
			Sub Total	\$10,295

05-95-48-481010-95650000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK

SFY	Class/Object	Class Title	Activity Number	Amount
2015	102-500731	Contracts for Prog Svc	48130291	\$24,020
			Sub Total	\$24,020

05-95-48-481510-61800000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, MEDICAL SERVICES, LTC ASSESSMENT & COUNSELING

SFY	Class/Object	Class Title	Activity Number	Amount
2015	550-500398	Assessment and Counseling	48130280	\$10,295
			Sub Total	\$10,295

05-95-49-490510-29850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIV OF COMMUNITY BASED CARE SERVICES, COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM BIP

SFY	Class/Object	Class Title	Activity Number	Amount
2015	102-500731	Contracts for Prog Svc	49053316	\$19,609
			Sub Total	\$19,609
			Grand Total	\$89,220

EXPLANATION

The purpose of this agreement is to provide the Department with System Support Administration for the Refer 7 database used by the Department and its contractors to provide Information and Referral services for long term care supports and services to citizens in New Hampshire. The services of a System Support Administrator will ensure that the information in the database is updated and maintained in accordance with the National Alliance for Information and Referral Standards, and ensure information reflects the full range of Medicaid long term services and supports so that citizens of New Hampshire have accurate and reliable information. As the Department develops the No Wrong Door approach to serving its customers, the System Support Administrator will train additional Department staff and other contractors in the skills needed to utilize the Refer 7 database to better serve their clients as well as enhance and expand Refer 7 database business operating standards.

The Refer 7 Database is a searchable web-based resource that is available to the citizens of New Hampshire that provides information about the names of agencies who provide long term services and supports in the community, the specific types of services they offer and the conditions under which those services are typically available. Additionally, the Department and its contractors use the Refer 7 database to document calls/contacts, demographics options counseling activity, contact and client follow up activities, case notes, and person centered action plans. Refer 7 also documents performance tracking, quality performance monitoring, as well as the ability to track client records and to generate reports.

This contract was competitively bid. On July 16, 2014, the Department issued a Request for Applications to solicit vendors to provide Refer 7 database System Support Administration. The Request for Applications was available on the Department of Health and Human Services' website from July 16, 2014 through July 31, 2014. There were 3 applications submitted. (See attached Summary of Applications).

The applications were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements for the Bureau of Elderly and Adult Services and with knowledge of the Refer 7 database system and the deliverables identified in the Request for Applications. The team also included staff with significant business and management expertise. The team selected Granite United Way.

The attached contract calls for the provision of these services effective Governor and Executive Council approval through June 30, 2015 and reserves the Department's right to extend the agreement for up to two (2) years, based upon mutual agreement by the parties and the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

Should Governor and Executive Council decide not to authorize this request, New Hampshire citizens who directly benefit and utilize the Refer 7 resources may not be able to access accurate, consistent, comprehensive and unbiased information on the full range of long term services and supports targeted to all populations and income levels. Additionally, it is likely the Department's development of the No Wrong Door approach to serving its customers and training additional Department staff and other contractors in the skills needed to utilize the Refer 7 database to better serve their clients will be delayed.

The Contractor's compliance with the contract requirements will be monitored by the Department through reporting and a work plan.

Area Served: Statewide

Source of Funds:

57% federal funds from:

- Medicaid, CFDA #93.778, FAIN #NH20144;
- Administration for Children & Families, Social Services Block Grant; CFDA #93.667, FAIN # G1301NHSOSR;
- Administration for Community Living, Family Caregiver Support Title III E, CFDA #93.052, FAIN #14AANHT3FC;
- Centers for Medicare & Medicaid Services, State Health Insurance Assistance Program; CFDA #93.324, FAIN #90SA0030100;
- Centers for Medicare & Medicaid Services, Balancing Incentive Program, CFDA #93.778, FAIN #051205NHBIPP.

43% general funds

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

Respectfully submitted,


Diane Langley
Director

Approved by: 
Nicholas A. Toumpas
Commissioner

SUMMARY OF APPLICATIONS
Request for Applications (RFA) # 15-DHHS-DCBCS-BEAS-RFA-07
Refer 7 Database System Support Administrator

Applicant	Select	Non Select
Granite United Way Manchester, NH	X	
Rebecca May The Villages, FL		X
Tina M. Ricketts Manchester, NH		X

Review Committee

Name	Title
Wendi Aultman	Program Specialist IV
Kelley Capuchino	Medicaid Policy Analyst
Brenda Marcoux	Business Systems Analyst



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

Steven J. Kelleher
Acting Commissioner

August 25, 2014

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Granite United Way of Manchester, NH as described below and referenced as DoIT No. 2015-058.

The purpose of this contract is to provide system support of the Refer 7 database used by the Department's elderly and adult programs to provide information and referral services to citizens of New Hampshire. The funding amount is \$89,220, and the contract term commences upon Governor and Executive Council approval and extends through June 30, 2015.

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

Sincerely,

A handwritten signature in cursive script that reads "Steven J. Kelleher".

Steven J. Kelleher

SJK/ltn
RFP 2015-058

cc: Wendi Aultman, DHHS
Leslie Mason, DoIT

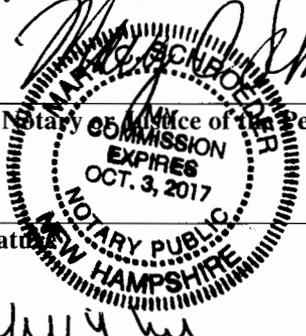
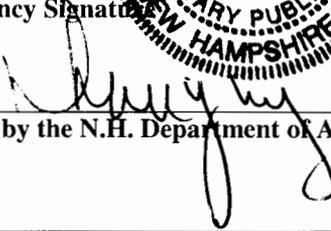
Subject: Refer 7 Database System Support Administrator

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		1.2 State Agency Address 129 Pleasant Stree Concord NH 03301	
1.3 Contractor Name Granite United Way		1.4 Contractor Address 22 Concord Street, Floor 2 Manchester NH 03101	
1.5 Contractor Phone Number 603-625-6939	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$89,220.
1.9 Contracting Officer for State Agency Wendi Aultman		1.10 State Agency Telephone Number 603-271-9068	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Patrick M. Tufts, President and CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>8/15/14</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] 			
1.13.2 Name and Title of Notary Public or Justice of the Peace 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Diane Langley, Director	
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: <u>M.K. Brown</u> On: <u>Aug 19, 2014</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.

Contractor Initials: PT
Date: 8-13-2014

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: 8-13-2014

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

1. Purpose: The Contractor shall provide System Support Administration for the Refer 7 Database.
2. Definitions:
 - 2.1. Alliance for Information and Referral (AIRS): A consortium of National Information and Referral agencies developed standards to provide information and referral to individuals.
 - 2.2. The Balancing Incentive Program (BIP) is a discretionary grant awarded to the Department by the Centers for Medicare and Medicaid Services (CMS). It is intended to assist the State to rebalance the disparity between the amount of Medicaid funding for institutional long term services and supports and home and community based ones by encouraging the development of home and community based infrastructure changes such as the No Wrong Door access model, conflict-free case management and standardized assessments.
 - 2.3. Long Term Services and Supports (LTSS): These are home and community-based services provided to individuals support their level of independence in the home and community
 - 2.4. No Wrong Door (NWD): The NWD approach operationally involves a wide array of agencies and organizations in the Options Counseling Program so it can effectively reach and serve a broad range of populations. These population groups include older adults, people with physical disabilities of all ages, people with intellectual and developmental disabilities, and individuals interested in planning and/or paying for their LTSS needs.
 - 2.5. Refer7 Database:
 - 2.5.1. The database is owned by the Department.
 - 2.5.2. It is a searchable web-based resource that is available to the citizens of New Hampshire that provides information about the names of agencies who provide long term services and supports in the community, the specific types of services they offer and the conditions under which those services are typically available.
 - 2.5.3. The database is used by the Department and its contractors to document calls/contacts, demographics options counseling activity, contact and client follow up activities, case notes, and person centered action plans. Refer 7 also documents performance tracking, quality performance monitoring, as well as the ability to track client records and to generate reports.
 - 2.6. Users:
 - 2.6.1. Users are citizens (the public) who access the Refer 7 Database described in section 2.5.2.
 - 2.6.2. Users are the Department's staff, the Department's contractors and other parties or agencies identified by the Department that use the Refer 7 database as defined in Section 2.5.3 above.
 - 2.6.3. The Refer 7 Database System Support Administrator Contractor shall be considered a User to carry out the purposes of this Agreement.
3. The System Support Administration services are as follows, but not limited to:
 - 3.1. Assess and identify areas of improvement in using the Refer 7 database such as but not limited to the business operating standards, the skill level of the Users (defined in Section 2.6.2) as in Section 3.5, in using the Refer 7 database, and the Departments monitoring process to ensure AIRS standards are met.

[Handwritten Signature]

8-13-2014



Exhibit A

- 3.1.1. Within sixty (60) days of the effective date of the contract, the applicant shall provide the recommendations for improvement to the Department.
- 3.1.2. Upon review and approval of the improvements by the Department, the applicant shall complete a workplan as part of Section 1.13.8 outlining the tasks necessary to make the improvements.
- 3.2. Provide technical assistance that supports all the Refer 7 database program functions used by Users (defined in Section 2.6.1 and 2.6.2) statewide.
 - 3.2.1. Be available to the Users for on-call telephone technical assistance for forty (40) hours a week, Monday through Friday, between the hours of 8:30 am to 4:30 pm;
- 3.3. Revise the existing Refer7 database policies, training manuals, and tip sheets as instructed by the Department;
 - 3.3.1. Expand existing Refer7 policies by ensuring all populations and all payers are identified and included according to Balancing Incentive Program (BIP) requirements.
 - 3.3.2. Ensure the full range of Community Long Term Services and Supports (LTSS) options for all populations and all payers are integrated into the policy manuals and tip sheets.
- 3.4. Ensure that the Citizens of New Hampshire have access to accurate and timely information about the full range of LTSS based on their individual needs and preferences and ability to pay found in the Refer 7 database. The Contractor will:
 - 3.4.1. Update and Maintain on a continuing basis and according to the Alliance for Information and Referral standards (AIRS), current information in the Refer 7 database about services offered by human service agencies in New Hampshire by:
 - 3.4.1.1. Confirming accuracy and the completeness of information that currently resides in the Refer 7 database;
 - 3.4.1.2. Establishing contact with new agencies and obtaining detailed information about their program;
 - 3.4.1.3. Obtaining information on organizations that provide long term support services;
 - 3.4.1.4. Ensure the information available in Refer7 reflects the full range of Medicaid LTSS options available in the state according to BIP requirements;
 - 3.4.1.5. Coordinating final database inclusion/exclusion decisions and informing the service provider; and
 - 3.4.1.6. Entering the information into the Refer 7 database.
- 3.5. Assess and identify skills needed by the Users (as defined in Section 2.6.2) to use the Refer 7 Database.
 - 3.5.1. Report to the Department the needs of the users;
 - 3.5.2. Develop training sessions to train new users and needs for existing users
 - 3.5.3. Develop a training schedule of dates and locations;
 - 3.5.4. The training and the schedule shall be reviewed and approved by the Department within 90 days of contract effective date;
 - 3.5.5. Perform the training and provide training materials for all users of Refer7.
 - 3.5.6. In partnership with the Department staff and contractors, develop training for users including BIP Partners who will use the searchable database and Refer7 tools made available to them through BIP.
- 3.6. Convene a Refer 7 database user workgroup.



Exhibit A

- 3.6.1. Facilitate the workgroup to identify system and user problems and provide recommended solutions to the Department.
- 3.6.2. User workgroup must include a member of the BIP Stakeholder Committee.
- 3.7. Create reports and mailing lists as requested by the Department.
- 3.8. Create a paper service directory with agency names, contact information and services.
- 3.9. Manage and assure proper user accessibility according to user roles and policies
- 3.10. Monitor the quality of the data entered into the system by the Users (as defined in Section 2.6.2).
- 3.11. Identify and communicate to the Users (as defined in Section 2.6.2) the additions and updates the Department makes to the Refer 7 database.
- 3.12. Reporting Requirements will be a component of the work plan.
- 3.13. The Contractor shall:
 - 3.13.1. Complete training by the Department on the Refer 7 database in within thirty (30) days of the effective date of the contract.
 - 3.13.2. Comply with the AIRS standards;
 - 3.13.3. Work forty (40) hours per week as directed by the Department;
 - 3.13.4. Of the total hours worked during the contract period, the Contractor shall work up to 390 hours on activities that support the No Wrong Door (NWD) Balancing Incentive Program (BIP) efforts as outlined in this scope of work.
 - 3.13.5. Sign and comply with the State of New Hampshire, Office of Information Technology Computer Use Agreement and the Refer 7 System User Confidentiality Agreement.
 - 3.13.6. Complete and submit a record of all activities completed and time worked each week to include identifying specific activities related to BIP deliverables and tasks to the Department.
 - 3.13.7. Provide the Department with a monthly report showing all agency, site, and service profiles and fields added to or updated in the refer 7 database including the date of the activity.
 - 3.13.8. Provide the Department with a detailed project plan to complete the scope of work, within 90 days of contract effective date. The work plan shall identify the deliverables, how the deliverables will be completed, who will complete the deliverables, and timelines for completion of the deliverables. The Contractor shall use a work plan template as instructed by BEAS.
 - 3.13.8.1. During the course of this contract period it may be necessary to revise or modify the deliverables and the work plan referred to above to meet the primary objectives defined by the federal grantor. BEAS will work with the Contractor to develop a revision that takes into consideration resources and timelines for completion. The above-mentioned work plan to be developed will be adjusted accordingly, but in no case will timelines extend beyond the grant award period and or contract period.

4. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 4.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion.
- 4.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, certifications, and licenses, and orientation to fulfill the



Exhibit A

- responsibilities of their respective positions. Staff providing the direct work shall maintain AIRS certification and Certified Resource Specialist Certification.
- 4.3. The Contractor shall keep up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit its written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:
- 4.3.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
 - 4.3.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
 - 4.3.3. A description of time frames necessary for obtaining staff replacements;
 - 4.3.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
 - 4.3.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.
5. E-Studio Electronic Information System
The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.
6. Criminal Background and Adult Protective Service Registry Checks
- 6.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
 - 6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.
7. Grievance and Appeals
The Contractor must maintain a system for tracking, resolving, and reporting complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:
- 7.1. Name of person,
 - 7.2. type of service,
 - 7.3. date of written grievance,
 - 7.4. nature/subject of the grievance,
 - 7.5. who in the agency reconsiders agency decisions,
 - 7.6. what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.



8. Privacy and Security of Information

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

9. Culturally and Linguistically Appropriate Standards of Care

The Contractor will submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the contract effective date.

10. Compliance with Laws and Regulations

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

11. Contract Monitoring

The Contractor shall:

11.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

11.2. Ensure the Department is provided with access that includes but is not limited to:

- a) Data
- b) Financial records
- c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
- d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
- e) Scheduled phone access to Contractor principals and staff
- f) Timely unscheduled phone response by Contractor principals and staff.

12. Financial Integrity Maintenance

12.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, within thirty (30) days from the last day of the quarter, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. A quarter is defined as a period of: July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. All statements must be certified by an officer of the reporting entity.

12.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

PT

8-13-2014



- 12.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 12.4. Risk Assessment Process:
The State will analyze financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:
- Low Risk: 70% and Above
 - Moderate Risk: From 26% to 69%
 - High Risk: 25% and Below
- 12.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.
- 12.6. The State will provide, upon request, the Risk calculations for the Contractor.

Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION) /365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents	30	10.0%



Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				15% of the total risk assessment value.		
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%



Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk	0.7:1	5.0%



Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
				assessment value.		
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	50%	10.0%
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%



Table A - Risk Analysis Assessment Ratios Matrix

Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION) /365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

13. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit B-1, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.



Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement for the services provided and the expenses incurred by the Contractor pursuant to Exhibit A, Scope of Services.
2. The Contractor will submit invoices on forms provided by the Department
3. Payment for said services shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement. Payment shall be made as follows:
The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.

The invoice must be submitted to:

Laurie Heath
Department of Health and Human Services
Bureau of Elderly and Adult Services
129 Pleasant Street
Concord, NH 03301

4. The Contractor will have forty-five (45) days from the end of the contract period to submit to the Department final invoices for payment. Any adjustments made to a prior invoice will need to be accompanied by supporting documentation.
5. Reimbursement for expenditures shall be in accordance with the approved line item budget shown in Exhibit B-1. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.
6. The Contract is funded with funds from the following Catalog of Federal Domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services:
 - #93.778, Federal Agency Department of Health and Human Services, Medicaid;
 - #93.667, Federal Agency Department of Health and Human Services, Administration for Children & Families, Social Services Block Grant;
 - #93.052, Federal Agency Department of Health and Human Services, Administration for Community Living, Family Caregiver Support Title III E;
 - #93.324, Federal Agency Department of Health and Human Services, Centers for Medicare & Medicaid Services, State Health Insurance Assistance Program;
 - #93.778, Federal Agency Department of Health and Humans Services; Centers for Medicare & Medicaid Services, Balancing Incentive Program
- 6.1. The Contractor agrees to provide the services in Exhibit A, Scope of Services, in compliance with the funding requirements.

PH

6-13-2014



Exhibit B

7. The General provisions (P-37) Section 1.6 Account Numbers are as follows:

Grant	State Account Number
New Hampshire Family Caregiver Support Title III E	05-95-48-481010-78720000-570-500928
State Health Insurance Assistance Program	05-95-48-481010-89250000-102-500731
Social Services Block Grant	05-95-48-481010-92550000-545-500387
New Hampshire State General Funds	05-95-48-481010-95650000-102-500731
Medicaid	05-95-48-481510-61800000-550-500398
Balancing Incentive Program	05-95-49-490510-29850000-102-500731

8. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
9. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
10. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any costs incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, 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.

Contractor Initials PT
Date 8-13-2014

Exhibit B-1

BUDGET FORM

**New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD**

Bidder Name: Granite United Way

Budget Request for: Refer 7 Database System Support Administrator
(Name of RFP)

Budget Period: Effective date of contract - June 30, 2015

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 50,877	\$ 5,088	\$ 55,965	
2. Employee Benefits	\$ 13,072	\$ 1,307	\$ 14,379	
3. Consultants	\$ -	\$ -	\$ -	
4. Equipment:	\$ -	\$ -	\$ -	
Rental	\$ -	\$ -	\$ -	
Repair and Maintenance	\$ -	\$ -	\$ -	
Purchase/Depreciation	\$ -	\$ -	\$ -	
5. Supplies:	\$ -	\$ -	\$ -	
Educational	\$ 1,000	\$ 100	\$ 1,100	
Lab	\$ -	\$ -	\$ -	
Pharmacy	\$ -	\$ -	\$ -	
Medical	\$ -	\$ -	\$ -	
Office	\$ 2,200	\$ 220	\$ 2,420	
6. Travel	\$ 2,300	\$ 230	\$ 2,530	
7. Occupancy	\$ -	\$ -	\$ -	
8. Current Expenses	\$ -	\$ -	\$ -	
Telephone	\$ 660	\$ 66	\$ 726	
Postage	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ -	
Audit and Legal	\$ -	\$ -	\$ -	
Insurance	\$ -	\$ -	\$ -	
Board Expenses	\$ -	\$ -	\$ -	
9. Software	\$ -	\$ -	\$ -	
10. Marketing/Communications	\$ 5,000	\$ 500	\$ 5,500	
11. Staff Education and Training	\$ 6,000	\$ 600	\$ 6,600	
12. Subcontracts/Agreements	\$ -	\$ -	\$ -	
13. Other (specific details mandatory):	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
TOTAL	\$ 81,109	\$ 8,111	\$ 89,220	

Indirect As A Percent of Direct

10.0%



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.
4. Contract Extension: The Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent 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 GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

8-13-2014
Date

Contractor Name: Granite United Way

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



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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Granite United Way

[Signature]
Name:

Title: President & CEO

8-13-2014
Date



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Granite United Way

8-13-2014
Date

Name: _____
Title: President & CEO



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

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

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

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

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

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex



against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

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

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

Contractor Name: Granite United Way

8-13-2014
Date

Paul Tuttle
Name:
Title: President & CEO



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Granite United Way

Name: Paul D. [unclear]
Title: President & CEO

8-13-2014
Date



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

- l. “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.

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



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 (I). 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



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.



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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Dept of Health & Human Services
The State

Diane Langley
Signature of Authorized Representative

Diane Langley
Name of Authorized Representative

Director
Title of Authorized Representative

8/14/14
Date

Granite United Way
Name of the Contractor

Patrick Tufts
Signature of Authorized Representative

PATRICK TUFTS
Name of Authorized Representative

President & CEO
Title of Authorized Representative

8-13-2014
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.

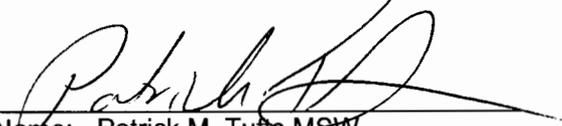
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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: Granite United Way

8-13-2014
Date


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

Contractor Initials PT
Date 8-13-2014



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?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

Name: _____	Amount: _____

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 9th day of May A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Jeremy Veilleux, do hereby certify that:
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of Granite United Way.
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on August 12, 2014:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, _____, for the provision of
Refer 7 database administration services.

RESOLVED: That the Patrick M. Tufts
(Title of Contract Signatory)

is hereby authorized on behalf of this Corporation 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 13th day of August, 2014.
(Date Contract Signed)

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

of the Corporation.

J Veilleux
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 13th day of August, 2014.

By Jeremy Veilleux
(Name of Clerk of the Corporation)

Mary Schroeder
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires:





Granite United Way

LIVE UNITED

MISSION STATEMENT

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

Merimack County
45 South Main Street
Concord, NH 03301
503.224.2595

Southern Region
22 Coacoric Street
Manchester, NH 02101
503.625.6939

North Country
P.O. Box 311
Littleton, NH 03561
503.444.1555

Northern Region
96 Main Street
Berlin, NH 03570
503.752.3343

Upper Valley
21 Technology Drive
W. Lebanon, NH 03784
503.298.8499

Central Region
383 South Main St.
Laconia, NH 03246
503.737.1121

White Village
258 Highland Street
Plymouth, NH 03264
503.536.3720

Carroll County United
448A White Mtn. Highway
Tamworth, NH 03885
503.323.8139



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

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Granite United Way
Concord, New Hampshire 03301

We have audited the accompanying statement of financial position of Granite United Way as of March 31, 2013, and the related statements of activities and changes in net assets, functional expenses and cash flows for the year then ended.

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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Granite United Way as of March 31, 2013, and the results of its operations, changes in net assets and cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Emphasis of Matter

As described in Note 12 to the financial statements, on January 1, 2013, Granite United Way acquired the assets and assumed the liabilities of Lakes Region United Way based on Granite United Way's efforts to share resources and reduce overhead in order to increase impact in the communities the United Way serves. The assets received exceeded liabilities assumed by \$1,688,481 which has been recorded as an inherent contribution and reported separately in the statement of activities and changes in net assets.

Nathan Wechsler & Company
Concord, New Hampshire
July 15, 2013

GRANITE UNITED WAY
STATEMENT OF FINANCIAL POSITION
March 31, 2013

ASSETS

CURRENT ASSETS

Cash
Prepaid and reimbursable expenses
Contributions receivable, net of allowance for uncollectible contributions \$766,070

Total current assets

OTHER ASSETS

Property and equipment, net
Investments
Beneficial interest in assets held by others

Total assets

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

ALLOCATED ANNUAL CAMPAIGN SUPPORT DESIGNATED FOR FUTURE PERIODS

Future allocations payable
Donor-designations payable:
Non-state employees
State of New Hampshire employees

Current maturities of long-term debt
Funds held for others
Grant payable
Accounts payable
Accrued expenses
Deferred revenue

Total current liabilities

LONG-TERM DEBT, less current maturities

COMMITMENTS (See Notes)

NET ASSETS (DEFICIT):

Unrestricted
Unrestricted, invested in property and equipment
Total unrestricted net deficit
Temporarily restricted
Permanently restricted
Total net assets (deficit)

Total liabilities and net assets

	Unrestricted	Temporarily Restricted		Permanently Restricted	Total
		Campaign	Endowment		
\$	1,349,169	\$ 114,275	\$ -	-	\$ 1,463,444
	105,340	-	-	-	105,340
	-	3,536,478	-	-	3,536,478
	1,454,509	3,650,753	-	-	5,105,262
	1,445,965	-	-	-	1,445,965
	1,201,808	-	23,152	100,397	1,325,357
	-	-	1,592,855	-	1,592,855
	2,647,773	-	1,616,007	100,397	4,364,177
	\$ 4,102,282	\$ 3,650,753	\$ 1,616,007	\$ 100,397	\$ 9,469,439

\$	3,413,527	\$ -	\$ -	-	\$ 3,413,527
	255,216	765,647	-	-	1,020,863
	54,923	54,922	-	-	109,845
	3,723,666	820,569	-	-	4,544,235
	10,287	-	-	-	10,287
	30,100	-	-	-	30,100
	25,000	-	-	-	25,000
	62,846	-	-	-	62,846
	115,432	-	-	-	115,432
	152,152	-	-	-	152,152
	4,119,483	820,569	-	-	4,940,052
	271,954	-	-	-	271,954

(1,452,879)	-	-	-	-	(1,452,879)
1,163,724	-	-	-	-	1,163,724
(289,155)	-	-	-	-	(289,155)
-	2,830,184	1,616,007	-	-	4,446,191
-	-	-	100,397	-	100,397
(289,155)	2,830,184	1,616,007	100,397	-	4,257,433
\$ 4,102,282	\$ 3,650,753	\$ 1,616,007	\$ 100,397	\$ -	\$ 9,469,439

GRANITE UNITED WAY

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
Year Ended March 31, 2013

	Unrestricted	Temporarily Restricted		Permanently Restricted	Total
		Campaign	Endowment		
Support and revenues					
Support:					
Campaign revenue:					
Total contributions pledged	\$ -	\$ 6,460,383	\$ -	\$ -	\$ 6,460,383
Less donor designations	-	(1,410,476)	-	-	(1,410,476)
Less provision for uncollectible pledges	-	(363,005)	-	-	(363,005)
Add prior years' excess provision for uncollectible pledges taken into income in current year	133,993	-	-	-	133,993
<i>Net campaign revenue</i>	133,993	4,686,902	-	-	4,820,895
Sponsors and other contributions	28,709	205,673	-	-	234,382
Grant revenue	-	70,273	-	-	70,273
Homeless Service Center contributions	-	60,365	-	-	60,365
In-kind contributions	36,053	-	-	-	36,053
Program contributions	-	6,873	-	-	6,873
<i>Total support</i>	198,755	5,030,086	-	-	5,228,841
Other revenue:					
Administrative fees	145,358	-	-	-	145,358
Unused grant awarded in the prior year	10,000	-	-	-	10,000
Rental income	29,605	-	-	-	29,605
Miscellaneous income	2,363	-	-	-	2,363
<i>Total support and revenues</i>	386,081	5,030,086	-	-	5,416,167
Net assets released from restrictions for satisfaction of program and time restrictions	5,151,840	(5,151,840)	-	-	-
	5,537,921	(121,754)	-	-	5,416,167
Expenses:					
Program services:					
Allocated to agencies	3,535,527	-	-	-	3,535,527
Other program services	1,292,337	-	-	-	1,292,337
Support services:					
Management and general	860,099	-	-	-	860,099
Fundraising	588,959	-	-	-	588,959
<i>Total expenses</i>	6,276,922	-	-	-	6,276,922
<i>Decrease in net assets before other activities</i>	(739,001)	(121,754)	-	-	(860,755)
Other activities:					
Excess of assets acquired over liabilities assumed in acquisition of Lakes Region United Way	1,238,462	329,154	20,468	100,397	1,688,481
Increase in value of beneficial interest in trusts, net of fees \$10,893	-	-	54,687	-	54,687
Realized and unrealized gains on investments	7,040	-	2,325	-	9,365
Investment income	109,745	-	358	-	110,103
<i>Total other activities</i>	1,355,247	329,154	77,838	100,397	1,862,636
<i>Net increase in net assets</i>	616,246	207,400	77,838	100,397	1,001,881
Net assets (deficit), beginning of year	(905,401)	2,622,784	1,538,169	-	3,255,552
<i>Net assets (deficit), end of year</i>	\$ (289,155)	\$ 2,830,184	\$ 1,616,007	\$ 100,397	\$ 4,257,433

GRANITE UNITED WAY

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended March 31, 2013

	Program services	Management and general	Fundraising	Total
Salaries and wages	\$ 569,340	\$ 496,715	\$ 307,409	\$ 1,373,464
Payroll taxes	42,131	40,491	25,124	107,746
Employee fringe benefits	65,418	57,639	35,475	158,532
Employer 403(b) contribution	20,865	19,970	12,381	53,216
<i>Total salaries and related benefits</i>	<u>697,754</u>	<u>614,815</u>	<u>380,389</u>	<u>1,692,958</u>
Occupancy	47,752	49,223	30,944	127,919
211 expenses	106,203	-	-	106,203
Grant expenses-Drug Free Grants	47,949	-	-	47,949
Other program services (See Note 15)	86,711	-	-	86,711
Telephone, communications and technology	25,084	25,857	16,254	67,195
Publications, printing and campaign expenses	-	-	64,528	64,528
United Way Worldwide dues	22,980	23,689	14,892	61,561
Homeless service center expenses	60,120	-	-	60,120
Volunteer income tax assistance expenses	50,716	-	-	50,716
Supplies and office expense	14,048	14,481	9,103	37,632
In-kind expenses	8,473	11,017	16,563	36,053
Travel	12,025	12,395	7,792	32,212
Professional services	-	31,479	-	31,479
Merger expenses	10,406	10,726	6,743	27,875
Conferences, training and meetings	8,774	9,044	5,685	23,503
Insurance	8,574	8,837	5,555	22,966
Miscellaneous	8,488	8,750	5,500	22,738
Other dues and awards	6,857	7,068	4,443	18,368
Community needs assessment	13,166	-	-	13,166
Special events	4,431	4,568	2,872	11,871
Share the Warmth expenses	11,000	-	-	11,000
Investment fees	4,030	4,154	2,611	10,795
Community impact expenses	10,518	-	-	10,518
Postage	3,771	3,887	2,444	10,102
Literacy Program initiative	3,000	-	-	3,000
<i>Total expenses before interest and depreciation</i>	<u>1,272,830</u>	<u>839,990</u>	<u>576,318</u>	<u>2,689,138</u>
Interest expense	1,125	1,161	730	3,016
Depreciation	18,382	18,948	11,911	49,241
<i>Total functional expenses</i>	<u>\$ 1,292,337</u>	<u>\$ 860,099</u>	<u>\$ 588,959</u>	<u>\$ 2,741,395</u>

GRANITE UNITED WAY

STATEMENT OF CASH FLOWS

Year Ended March 31, 2013

CASH FLOWS FROM OPERATING ACTIVITIES

Increase in net assets	\$ 1,001,881
Adjustments to reconcile increase in net assets to net cash used in operating activities:	
Excess of assets acquired over liabilities assumed in acquisition of Lakes Region United Way	(1,688,481)
Realized and unrealized gain on investments	(9,365)
Depreciation	49,241
Increase in prepaid and reimbursable expenses	(30,523)
Decrease in contributions receivable	102,433
Decrease in grants receivable	36,732
Increase in value of beneficial interest in assets held by others	(54,687)
Decrease in allocated annual campaign	(22,787)
Decrease in funds held for others	(17,274)
Decrease in grant payable	(179,394)
Increase in accounts payable	47,642
Increase in accrued expenses	26,885
Decrease in deferred revenue	(21,106)
<i>Net cash used in operating activities</i>	<u>(758,803)</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Cash received from acquisition of Lakes Region United Way	429,687
Purchase of property and equipment	(8,650)
Proceeds from sale of investments	45,143
Purchase of investments	(81,302)
<i>Net cash provided by investing activities</i>	<u>384,878</u>

CASH FLOWS USED IN FINANCING ACTIVITIES

Repayments of long-term debt	<u>(2,493)</u>
<i>Net decrease in cash</i>	(376,418)
Cash, beginning of year	<u>1,839,862</u>
<i>Cash, end of year</i>	<u>\$ 1,463,444</u>

SUPPLEMENTAL SCHEDULE OF NONCASH OPERATING ACTIVITIES

Investments, contributions receivable, other assets and property and equipment acquired	\$ 1,762,687
Assumption of liabilities through acquisition	\$ 503,893

BOARD OF DIRECTORS

Gary Long
Public Service of New Hampshire / Northeast Utilities
Board Chair

Scott Aronson
Unit4 Business Software

William D. Bedor, CPA
Bedor Management & Investments
2014 Secretary and North Country Office Local Community Impact Chair

Jeremy Veilleux
Principal, Baker Newman Noyes
2014 Treasurer

Dean J. Christon
Executive Director, New Hampshire Housing Finance Authority
Southern Region Local Community Impact Chair

Gordon Ehret
Hypertherm, Inc.

Julia Griffin
Town of Hanover

Stephen Hackley
Senior Vice President, Greater Boston Region, Comcast

Guy Lopez
Gorham Paper and Tissue

Maryann McCormack
Campton, NH

John Mercier
Pentucket Bank

Heidi Nadeau
H.L Turner Group

Nannu Nobis
CEO, Nobis Engineering

Sean Owen
President & CEO, wedü
2014 Marketing & Communications Chair

BOARD OF DIRECTORS-Page 2

Steven A. Paris, MD
Medical Director, Dartmouth-Hitchcock Manchester
Immediate Past Chair

Mark Primeau
President, Bank of New Hampshire
Vice Chair

Ronald Reed
Vice President, Lincoln Financial Group

Jeffery Savage
President & CEO, Franklin Savings Bank

James Scammon
Executive Vice President, Granite Group Benefits, LLC

Cathleen Schmidt
Executive Director and Chief Executive Officer, McLane, Graf, Raulerson & Middleton, PA

William Sherry
Windham, NH

Gary Shirk
Bovie Screen Process Printing

Evan Smith
Vice President, General Manager, Hypertherm

Rodney Tenney
Merrimack County Office Local Community Impact Chair

Patrick M. Tufts, MSW
President & CEO, Granite United Way

Curt Uehlein
COO of Apoolo Global

Steven C. Webb
Market President, New Hampshire, TD Bank

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Patrick Tufts	President and CEO	\$140,000	0%	0.00
Jack Terrill	Senior Vice President for Community Impact	\$95,000	0%	0.00
Maria Gudinas	Vice President for Resource Development	\$83,000	0%	0.00
Cindy Read	Chief Financial Officer	\$80,500	0%	0.00

Professional Profile

I am a high energy, very optimistic management professional with exceptional interpersonal and communication skills with a successful background in customer service.

Skills Summary

- Strong customer service background
- Data management and research
- Staff Management
- Call Center Management
- Public Presentations
- Project Management

Professional Experience

2-1-1 New Hampshire – Manchester, NH

November, 2007 - Present

Program Director

- Manage 24/7 inbound information and referral call center serving those in need of assistance connecting to local, state, and federal human service resources such as housing, food, clothing, heat, medical and mental health care, drug and alcohol treatment, and legal assistance.
- Train and supervise all call center staff
- Monitoring of call volume and preparation of reports on community needs statewide
- Maintain quality customer service standards with both consumers and service providers
- Oversee 2-1-1 NH website
- Work with United Ways of NH on marketing and fund development initiatives
- Provide outreach to the public, community, and state agencies and organizations
- Develop program procedures
- Service inbound 2-1-1 callers as needed

Community Services Council of New Hampshire/NH Helpline – Pembroke, NH June, 2004- July, 2006

AIRS Certified Information & Referral Specialist

- Responsible for answering calls, assessing the callers need and providing information in a timely and efficient manner
- Operated a multi-line phone system, as well as TTY for callers in need of social service and basic living necessity resources
- Researched and updated resource information into the Helpline Resource Database
- Serviced callers of the NH Homeless Hotline in need of information and referral to shelter, transportation and other needed services
- Recorded abuse and neglect reports and coordinated foster care placements for DCYF during overnight hours
- Answered for all of the domestic violence agencies statewide to provide crisis intervention

USI New England - Manchester, NH

August, 2001 – March, 2004

Administrative Assistant

- Managed, filed, and scanned all processed documents into a customized imaging system
- Provided front desk reception, including operating the multi-line switchboard
- Completed assigned projects in a professional and timely fashion
- Multi-tasked successfully on a daily basis

Oxford Health Plans-Hooksett, NH

February, 1999 – July, 2001

Provider & Member Service Associate

- Answered inbound calls from providers and health plan members.
- Resolved inquiries from providers and members regarding benefits, medical authorizations, policies, procedures, and protocols
- Consistently maintained and exceeded Oxford's standards and Quality Assurance scores for quality customer service
- Proficiently operated multiple databases and phone lines to efficiently answer caller inquiries

PC & Mac Connection – Keene, NH

May, 1996 – July, 1998

Inbound Sales Associate

- Responsible for servicing inbound computer hardware and software sales calls
- Advised customers on the appropriate software and hardware for their needs
- Utilized a combination of databases to process sales orders
- Consistently provided quality customer service to all callers

Education

KEENE STATE COLLEGE – Keene, New Hampshire
Bachelor of Science, Graphic & Art Design 1998

UNIVERSITY COLLEGE OF RIPON & YORK ST. JOHN – York, England
International Exchange Program, 1997

Meredith N. Stidham

Education

- Master of Social Work** *September 2007 – May 2011*
University of New Hampshire, Durham, New Hampshire
- Extended Coursework in History** *January 2004 - June 2004*
Grand Valley State University, Allendale, Michigan
- Bachelor of Arts in English and Psychology** *September 2000- December 2003*
University of Michigan, Ann Arbor, Michigan

Experience

Assistant Vice President, Community Impact Operations, Granite United Way (May 2011 to present)

- Coordinated grant allocation process through volunteer-led community review process in Greater Manchester
- Designed and implemented web-based grant allocation and outcomes reporting systems
- Supervised and managed staffs for various direct service initiatives, including 2-1-1 NH
- Developed literacy initiative with school districts to assist struggling readers throughout the State of New Hampshire
- Assisted in grant writing and reporting efforts across five regions, including initiative specific requests for Community Schools and Volunteer Income Tax Preparation efforts
- Launched the Emerging Leaders Society, focused on engaging young professionals through professional development, community engagement and volunteerism
- Provided supervision and support for graduate interns through the University of New Hampshire's Master of Social Work program

Adjunct Faculty Instructor, Great Bay Community College (September 2010 – present)

- Developed and executed online curriculum for online sociology and political science courses
- Expanded research and writing components of online courses to prepare students for changing college standards
- Connected course content with recent research findings and application of theoretical frameworks in current events

United Way Intern (September 2010 – May 2011)

- Facilitated the development of employee-led fundraising campaigns in a variety of workplace settings throughout Greater Manchester
- Assisted in the writing of a grant proposal to fund needs assessment research in the areas of education and technology
- Coordinated the community review of education grant proposals with volunteers throughout the Greater Manchester region
- Supported conversations between stakeholders and volunteers regarding increased cooperation and synergy in education and after-school programming in Manchester

Program Support Assistant in Child Welfare Training (November 2010 – June 2011)

- Organized and updated training schedule and materials for child protection workers throughout the State of New Hampshire
- Developed and integrated protocols for summarizing and delivering evaluations of trainings and trainers for child protection workers
- Created curriculum for additional supervisor training for the State of New Hampshire

Social Studies Teacher, Salem High School (September 2004 – June 2010)

- Executed units for freshman, sophomore, and junior levels involving geography, primary source documents, research, and essay writing.
- Prepared students for the College Board's Advanced Placement Psychology Exam
- Encouraged student involvement through class advising

Intern, Structured Outpatient Addiction Program (September 2008 – April 2009)

- Provided individual and group psychoeducational treatment for adolescents involved with substance abuse.
- Coordinated client treatment with other team members and members of the community, including educational institutions and probation staff.

Technological Skills

- Microsoft Word, Excel, Access, and PowerPoint
- Adobe Acrobat
- Database Design and Data Management
- Computerized Statistical Evaluations (SPSS)
- Blackboard Educational Software

Tina M. Ricketts

Summary:

Over 15 years of public interaction experience, CRS certified, extensive experience utilizing Refer 7 database, strong organizational skills, and problem solving skills.

Education:

Jan 1998 - Feb 2000 University of Houston, Houston TX

- Majored in Psychology

Jan 1996 - Dec 1997 University of Texas of the Permian Basin, Odessa TX

- Majored in Psychology and Sociology

Aug 1995 - Dec 1995 Stephen F. Austin State University, Nacogdoches, TX

- Majored in Psychology and Spanish

Graduated 1995 Galena Park High School Galena Park, TX

- Honors diploma
- Graduated Magna Cum Laude - 15th of 265

Career Experience:

2-1-1NH

PO Box 211

Manchester, NH 03105

Associate Director and Resource Database Manager

10/15/07 - Present

Obtained Alliance of Information and Referral Systems (AIRS) certification - CIRS (Certified Information and Referral Specialist) and CRS certification (Certified Resource Specialist)

Responsibilities include:

- Responsible for maintaining information for over 1300 agencies offering nearly 3000 services
- Research new resources within the community and enter in database.
- Review existing resources for validity
- Created and maintain an internal website for team information sharing
- Attend AIRS conferences and other trainings to broaden knowledge base and network

City of Odessa, TX
119 W 4th
Odessa, TX 79762
Public Safety Communications Dispatcher III
11/2003 - 7/2007

Responsibilities included:

- Answering incoming calls to E911, Police Department Administration, and Fire Department Administration lines for a city with an estimated population of 93,000
- Proficient in the use of Emergency Medical Dispatch card set with quality assurance scores in the high 90's of 100
- Highly familiar with fire apparatus
- Certified fire dispatch trainer
- Dispatched and tracking of medical helicopter
- Created training manual for dispatch of medical helicopter

OneTravel.com
Airline Contract Manager

- Began at entry level and quickly proceeded up through 6 levels of promotions
- Given full control of entering and maintaining airline contract database
- Prepared weekly reports for high level executives detailing status of contracts and sales figures.
- Tested software thoroughly before release to public
- Answered customer service emails and phone calls and arbitrated disputes and resolved complaints
- Fulfilled sweepstakes packages and coordinated trips for winners
- Represented company on training trips to Nice, France, Houston, TX and Miami, FL to bring back new technology and innovations for online operations.

