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

Lori A. Shibanette
Commissioner

Deborah D. Scheetz
Director

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

June 9, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into a **Sole Source** amendment to an existing agreement with Granite United Way, (Vendor # 160015-B001), 22 Concord Street, Floor 2 Manchester NH 03101, to provide system support administration for the Refer 7 database utilized by the Department and its contractors and citizens of New Hampshire to provide information and referral services, by increasing the price limitation by \$139,232 from \$208,848 to \$348,080 and by extending the completion date from June 30, 2020 to June 30, 2022 effective upon Governor and Council approval. The original contract was approved by Governor and Council on June 21, 2017 (Item #17) and most recently amended with Governor and Council approval on June 19, 2019, (Item 48). 43.17% Federal Funds. 56.83% General Funds.

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

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAL SERVICE GRANTS

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

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the vendor is uniquely qualified to provide maintenance and support for the Department's Refer 7 Database. Additionally, the Department, in the interest of the public's health and safety, determined the Contractor has the ability to respond to the COVID-19 pandemic, and meet the challenges that may be required to continue providing this service. The Contractor has been providing services since 2017, and the Department is satisfied with the Contractor's performance. As previously stated, the original contract was approved by Governor and Council on June 21, 2017 (Item #17). It was then subsequently amended with Governor and Council approval on June 19, 2019, (Item 48).

The purpose of this request is to continue providing system support administration for the Refer 7 database that is used by the Department and its contractors and citizens of New Hampshire for information and referral services.

The Refer 7 Database is a searchable web-based resource available to the citizens of New Hampshire that provides information about agencies who provide long-term services and supports in the community, including but not limited to the specific types of services they offer and the conditions under which those services are typically available. The Department and its contractors use the Refer 7 database to document calls/contacts, demographics options counseling activity, client follow-up activities, case notes, and person-centered action plans. Refer 7 is also used to document performance tracking, to monitor performance quality, to track client records, and to generate reports.

The Department and the New Hampshire ServiceLink contractors use the Refer 7 database to provide and monitor Information, Referral and Options Counseling services to citizens in New Hampshire in accordance with the Alliance for Information and Referral Services. The Alliance for Informational and Referral Services Resource Database standards require information and referral service providers to develop, maintain, use and disseminate an accurate resource database that contains information regarding available community resources, including details on the services they provide and the conditions under which services are available.

The Department will monitor contracted services through the use of user satisfaction surveys and the following metrics:

- Percentage of agency updates entered within two weeks.
- Percentage of customer callbacks completed within one (1) business day.

Should the Governor and Executive Council not authorize this request, New Hampshire citizens may not be able to access accurate, consistent, comprehensive and unbiased information on the full range of long-term services and supports available to all populations and income levels. Additionally, it is likely the Department's approach to serving its customers through No Wrong Door will be delayed. Training of additional Department staff and other contractors to utilize the Refer 7 database to better serve clients will also be delayed.

Area served: Statewide.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Source of Funds: CFDA #93.052, FAIN 2001NHOAFC-01, CFDA #93.324, FAIN #90SA0003-02-03, CFDA #93.778, FAIN # Medicaid.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

Fiscal Details for REFER 7

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS**

SFY	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	570-500928	Family Caregiver	48130316	\$21,001	\$0	\$21,001
2019	570-500928	Family Caregiver	48130316	\$21,001	\$0	\$21,001
2020	570-500928	Family Caregiver	48130316	\$21,001	\$0	\$21,001
2021	570-500928	Family Caregiver	48130316	\$0	\$21,001	\$21,001
2022	570-500928	Family Caregiver	48130316	\$0	\$21,001	\$21,001
			<i>SubTotal</i>	\$63,003	\$42,002	\$105,005

**05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAL SERVICE GRANTS**

SFY	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	48130461	\$4,007	\$0	\$4,007
2019	102-500731	Contracts for Program Services	48130461	\$4,007	\$0	\$4,007
2020	102-500731	Contracts for Program Services	48130461	\$4,007	\$0	\$4,007
2021	102-500731	Contracts for Program Services	48130461	\$0	\$4,007	\$4,007
2022	102-500731	Contracts for Program Services	48130461	\$0	\$4,007	\$4,007
			<i>SubTotal</i>	\$12,021	\$8,014	\$20,035

Fiscal Details for REFER 7

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

SFY	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	545-500387	I & R Contracts	48130205	\$10,295	\$0	\$10,295
2019	545-500387	I & R Contracts	48130205	\$10,295	\$0	\$10,295
2020	545-500387	I & R Contracts	48130205	\$10,295	\$0	\$10,295
2021	545-500387	I & R Contracts	48130205	\$0	\$10,295	\$10,295
2022	545-500387	I & R Contracts	48130205	\$0	\$10,295	\$10,295
			<i>SubTotal</i>	\$30,885	\$20,590	\$51,475

**05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK**

SFY	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500734	Social Services Contracts	48130291	\$24,018	\$0	\$24,018
2019	102-500734	Social Services Contracts	48130291	\$24,018	\$0	\$24,018
2020	102-500734	Social Services Contracts	48130291	\$24,018	\$0	\$24,018
2021	102-500734	Social Services Contracts	48130291	\$0	\$24,018	\$24,018
2022	102-500734	Social Services Contracts	48130291	\$0	\$24,018	\$24,018
2018	102-500734	Social Services Contracts	48130280	\$10,295	\$0	\$10,295
2019	102-500734	Social Services Contracts	48130280	\$10,295	\$0	\$10,295
2020	102-500734	Social Services Contracts	48130280	\$10,295	\$0	\$10,295

Fiscal Details for REFER 7

2021	102-500734	Social Services Contracts	48130280	\$0	\$10,295	\$10,295
2022	102-500734	Social Services Contracts	48130280	\$0	\$10,295	\$10,295
			Sub Total	\$102,939	\$68,626	\$171,565
			Total	\$208,848	\$139,232	\$348,080

SUMMARYTOTALS

SFY Class Title	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	\$69,616	\$0	\$69,616
2019	\$69,616	\$0	\$69,616
2020	\$69,616	\$0	\$69,616
2021	\$0	\$69,616	\$69,616
2022	\$0	\$69,616	\$69,616
Total	\$208,848	\$139,232	\$348,080



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
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www.nh.gov/doi

Denis Goulet
Commissioner

June 10, 2020

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

Dear Commissioner Shabinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract amendment with Granite United Way, Manchester, NH as described below and referenced as DoIT No. 2017-068B.

This is a request for approval to enter into a contract amendment with Granite United Way to continue providing system support administration for the Refer 7 - Information and Referral database used by the Department and its contractors and citizens of New Hampshire for information and referral services. This database is a searchable web-based system used to document calls/contacts, demographics options counseling activity, client follow-up activities, case notes, and person-centered action plans.

This amendment will increase the price limitation by \$139,232, from \$208,848 to \$348,080, and extend the completion date from June 30, 2020 to June 30, 2022, effective upon Governor and Executive Council approval through June 30, 2022.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

 for
Denis Goulet

DG/ik/ck
DoIT #2017-068B

cc: Michael Williams, DoIT - IT Lead



State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Database System Support Administrator

This 2nd Amendment to the Refer 7 Database System Support Administrator contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Granite United Way, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 22 Concord Street, Floor 2, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017 (Item #17), as amended on June 19, 2019, (Item #48), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2022.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$348,080.
3. Exhibit A, Scope of Services, Section 1, Provisions to All Services, Section 1.3, to read:
 - 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2021, and the Department shall not be liable for any payments for services provided after June 30, 2021, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the State Fiscal Year 2022-2023 biennium.
4. Add Exhibit K, DHHS Information Security Requirements, which is incorporated by reference and attached herein.

New Hampshire Department of Health and Human Services
Refer 7 Database System Support Administrator

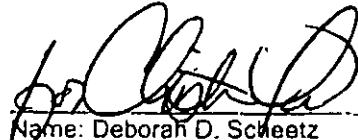


All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be upon the date of Governor and Executive Council approval.

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

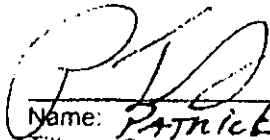
State of New Hampshire
Department of Health and Human Services

6-8-2020
Date


Name: Deborah D. Scheetz
Title: Director

Granite United Way

6-2-20
Date


Name: Patrick Tutts
Title: President

New Hampshire Department of Health and Human Services
Refer 7 Database System Support Administrator



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

OFFICE OF THE ATTORNEY GENERAL

6/9/20
Date

/s/ Christen Lavers
Name:
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

pf
6-2-20

State of New Hampshire

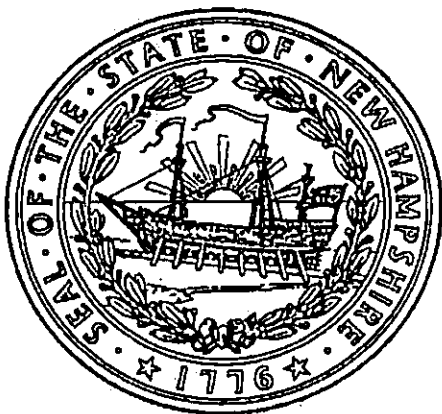
Department of State

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 registered to transact business in New Hampshire on March 30, 1927. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65650

Certificate Number: 0004893313



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2020.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Heather Lavoie, hereby certify that:

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

1. I am the duly elected Board Chair of Granite United Way.

(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 1, 2020, at which a quorum of the Directors/shareholders were present and voting.

(Date)

VOTED: That Patrick M. Tufts, President & CEO (may list more than one person)

(Name and Title of Contract Signatory)

is duly authorized on behalf of Granite United Way to enter into contracts or agreements with the State

(Name of Corporation/ LLC)

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

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



Dated: 6/2/2020

Signature of Elected Officer

Name: Heather Lavoie

Title: Board Chair



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2020

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

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

PRODUCER THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Sarah Fifield	
	PHONE (A/C. No. Ext.): (603) 224-2562	FAX (A/C. No.): (603) 224-8012
E-MAIL ADDRESS: sfifield@rowleyagency.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hanover Ins - Bedford		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 20-21 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZHV900337108	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			ZHV900337108	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHV9003210-09	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3A States: NH WHV8996802-09	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of NH DHHS Bureau of Contracts and Procurement 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE E Prindiville/ESP
---	--

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June 8, 2020

Mission Statement:

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

Vision Statement:

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

GRANITE UNITED WAY

FINANCIAL REPORT

MARCH 31, 2019

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

INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of Granite United Way, which comprise the statement of financial position as of March 31, 2019, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

Page 1

70 Commercial Street, 4th Floor
Concord, NH 03301

v: 603-224-5357
f: 603-224-3792

59 Emerald Street
Keene, NH 03431

v: 603-357-7665
f: 603-224-3792

44 School Street
Lebanon, NH 03766

v: 603-448-2650
f: 603-448-2476

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, 2019, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated August 15, 2019 on our consideration of Granite United Way's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Granite United Way's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Granite United Way's internal control over financial reporting and compliance.

Other Supplementary Information

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

Report on Summarized Comparative Information

We have previously audited Granite United Way's March 31, 2018 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated July 10, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended March 31, 2018 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Nathan Wechsler & Company

Concord, New Hampshire
August 15, 2019

GRANITE UNITED WAY

STATEMENT OF FINANCIAL POSITION

March 31, 2019 with comparative totals as of March 31, 2018

ASSETS	2019			2018
	Without Donor/ Time Restrictions	With Donor/ Time Restrictions	Total	Total
CURRENT ASSETS				
Cash	\$ -	\$ 419,438	\$ 419,438	\$ 687,722
Prepaid and reimbursable expenses	50,236	-	50,236	36,828
Investments	272,879	193,043	465,922	460,554
Accounts and rent receivable	9,982	-	9,982	14,323
Contributions and grants receivable, net of allowance for uncollectible contributions	-	3,575,081	3,575,081	3,619,219
2019 \$443,943; 2018 \$481,267	-	-	-	-
<i>Total current assets</i>	<u>333,097</u>	<u>4,187,562</u>	<u>4,520,659</u>	<u>4,818,646</u>
OTHER ASSETS				
Property and equipment, net	1,248,124	-	1,248,124	1,287,863
Investments - endowment	10,750	204,426	215,176	206,405
Beneficial interest in assets held by others	-	1,726,207	1,726,207	1,782,840
<i>Total other assets</i>	<u>1,258,874</u>	<u>1,930,633</u>	<u>3,189,507</u>	<u>3,277,108</u>
<i>Total assets</i>	<u>\$ 1,591,971</u>	<u>\$ 6,118,195</u>	<u>\$ 7,710,166</u>	<u>\$ 8,095,754</u>
LIABILITIES AND NET ASSETS				
CURRENT LIABILITIES				
Current maturities of long-term debt	\$ 12,843	\$ -	\$ 12,843	\$ 12,718
Allocations payable to partner agencies	1,483,094	-	1,483,094	1,888,376
Donor-designations payable	329,924	926,494	1,256,418	1,580,606
Accounts payable	78,726	-	78,726	115,575
Accrued expenses	160,097	-	160,097	130,522
Funds held for others	9,055	-	9,055	23,795
Deferred revenue - designation fees	86,362	-	86,362	48,450
<i>Total current liabilities</i>	<u>2,160,101</u>	<u>926,494</u>	<u>3,086,595</u>	<u>3,800,042</u>
LONG-TERM DEBT, less current maturities	203,093	-	203,093	215,245
<i>Total liabilities</i>	<u>2,363,194</u>	<u>926,494</u>	<u>3,289,688</u>	<u>4,015,287</u>
COMMITMENTS (See Notes)				
NET ASSETS (DEFICIT):				
Without donor/ time restrictions	(771,223)	-	(771,223)	(386,051)
With donor/ time restrictions (Note 9)	-	5,191,701	5,191,701	4,466,518
<i>Total net assets (deficit)</i>	<u>(771,223)</u>	<u>5,191,701</u>	<u>4,420,478</u>	<u>4,080,467</u>
<i>Total liabilities and net assets</i>	<u>\$ 1,591,971</u>	<u>\$ 6,118,195</u>	<u>\$ 7,710,166</u>	<u>\$ 8,095,754</u>

GRANITE UNITED WAY

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year ended March 31, 2019 with comparative totals for the year ended March 31, 2018

	2019			2018
	Without Donor/ Time Restrictions	With Donor/ Time Restrictions	Total	Total
Support and revenues:				
Campaign revenue:				
Total contributions pledged	\$ -	\$ 6,945,931	\$ 6,945,931	\$ 7,752,769
Less donor designations	-	(1,899,443)	(1,899,443)	(2,190,178)
Less provision for uncollectible pledges	-	(256,490)	(256,490)	(298,907)
Add prior years' excess provision for uncollectible pledges taken into income in current year	119,296	-	119,296	144,147
<i>Net campaign revenue</i>	119,296	4,789,998	4,909,294	5,407,831
Support:				
Grant revenue	-	1,230,089	1,230,089	1,201,326
Sponsors and other contributions	-	1,040,542	1,040,542	195,629
In-kind contributions	58,179	-	58,179	104,564
<i>Total support</i>	177,475	7,060,629	7,238,104	6,909,350
Other revenue:				
Rental income	73,548	-	73,548	87,535
Administrative fees	59,348	-	59,348	58,479
Miscellaneous income	3,871	-	3,871	569
Returned grants	69,110	-	69,110	86,667
<i>Total support and revenues</i>	383,352	7,060,629	7,443,981	7,142,600
Net assets released from restrictions:				
For satisfaction of time restrictions	4,250,661	(4,250,661)	-	-
For satisfaction of program restrictions	2,036,484	(2,036,484)	-	-
	6,670,497	773,484	7,443,981	7,142,600
Expenses:				
Program services	5,504,862	-	5,504,862	5,694,902
Support services:				
Management and general	773,240	-	773,240	586,313
Fundraising	867,290	-	867,290	959,177
<i>Total expenses</i>	7,145,392	-	7,145,392	7,240,392
<i>Increase (decrease) in net assets before non-operating activities</i>	(474,895)	773,484	298,589	(97,792)
Non-operating activities:				
Change in value of beneficial interest in trusts, net of fees 2019 \$12,051; 2018 \$11,787	-	(56,633)	(56,633)	91,818
Realized and unrealized gains (losses) on investments	7,893	3,936	11,829	(5,677)
Investment income, net	81,830	4,396	86,226	94,176
<i>Total non-operating activities</i>	89,723	(48,301)	41,422	180,317
<i>Net increase (decrease) in net assets</i>	(385,172)	725,183	340,011	82,525
Net assets (deficit), beginning of year	(386,051)	4,466,518	4,080,467	3,997,942
<i>Net assets (deficit), end of year</i>	\$ (771,223)	\$ 5,191,701	\$ 4,420,478	\$ 4,080,467

GRANITE UNITED WAY

STATEMENT OF FUNCTIONAL EXPENSES

Year ended March 31, 2019 with comparative totals for the year ended March 31, 2018

	2019										2018	
	Grants and awards	Salaries, employee benefits and taxes	Occupancy	Technology and telephone expenses	United Way Worldwide dues and other dues and subscriptions	Campaign, communications and printing	Professional services and subcontractors	Conferences, travel and staff development	Supplies, office expenses, insurance, and other	Depreciation and amortization	Total	Total
Program services												
Community impact grants	\$ 1,568,039	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,568,039	\$ 1,959,583
Public Health Network	-	486,477	7,895	-	-	5,861	361,389	14,491	43,949	-	920,062	1,094,084
211 New Hampshire	-	343,071	-	55,402	7,497	1,712	-	4,930	17,239	-	429,851	446,977
Volunteer Income Tax Assistance	-	126,106	-	-	-	-	15,263	-	4,454	-	145,823	106,157
Whole Village Family Resource Center	-	143,569	54,556	12,233	-	-	30,000	746	35,399	31,897	308,400	279,913
Work United Program	-	176,763	-	-	-	-	-	15,533	-	-	192,296	139,023
Other program services	-	1,069,157	105,573	73,007	61,512	28,851	350,449	49,638	173,446	28,758	1,940,391	1,669,165
<i>Total program services</i>	<u>1,568,039</u>	<u>2,345,143</u>	<u>168,024</u>	<u>140,642</u>	<u>69,009</u>	<u>36,424</u>	<u>757,101</u>	<u>85,338</u>	<u>274,487</u>	<u>60,655</u>	<u>5,504,862</u>	<u>5,694,902</u>
Supporting Services												
Management and general	-	615,513	27,709	19,162	16,145	-	45,508	13,027	29,062	7,114	773,240	586,313
Fundraising	-	681,435	30,677	21,214	17,874	43,277	3,330	14,423	47,184	7,876	867,290	959,177
<i>Total supporting services</i>	<u>-</u>	<u>1,296,948</u>	<u>58,386</u>	<u>40,376</u>	<u>34,019</u>	<u>43,277</u>	<u>48,838</u>	<u>27,450</u>	<u>76,246</u>	<u>14,990</u>	<u>1,640,530</u>	<u>1,545,490</u>
Total functional expenses	<u>\$ 1,568,039</u>	<u>\$ 3,642,091</u>	<u>\$ 226,410</u>	<u>\$ 181,018</u>	<u>\$ 103,028</u>	<u>\$ 79,701</u>	<u>\$ 805,939</u>	<u>\$ 112,788</u>	<u>\$ 350,733</u>	<u>\$ 75,645</u>	<u>\$ 7,145,392</u>	<u>\$ 7,240,392</u>

GRANITE UNITED WAY

STATEMENTS OF CASH FLOWS
Years Ended March 31, 2019 and 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from donors	\$ 7,984,041	\$ 7,858,294
Cash received from grantors	1,115,853	1,246,852
Administrative fees	58,555	62,683
Other cash received	150,870	171,469
Cash received from trusts	73,481	72,436
Designations paid	(2,223,631)	(2,093,989)
Net cash paid for funds held for others	(14,740)	(5,625)
Cash paid to agencies	(1,911,005)	(1,961,835)
Cash paid to suppliers, employees, and others	(5,468,487)	(5,010,079)
<i>Net cash provided by (used in) operating activities</i>	(235,063)	340,206
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(35,906)	(339,718)
Proceeds from sale of investments	14,712	13,345
Purchase of investments	-	(42,255)
<i>Net cash used in investing activities</i>	(21,194)	(368,628)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments of long-term debt	(12,027)	(11,456)
<i>Net decrease in cash</i>	(268,284)	(39,878)
Cash, beginning of year	687,722	727,600
<i>Cash, end of year</i>	\$ 419,438	\$ 687,722
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash payments for:		
Interest expense	\$ 11,915	\$ 11,445

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Note 1. Nature of Activities

Granite United Way is the result of six United Ways merging together to create a single, efficient organization that covers more than 80% of New Hampshire and Windsor County, Vermont. Granite United Way improve lives by mobilizing the caring power of their communities. More than fundraisers, Granite United Way is a partner in change, working with a broad range of people and organizations to identify and resolve pressing community issues. Granite United Way works closely with volunteer leadership to invest donor dollars to help the community learn, earn and be healthy. By focusing on these investment initiatives, Granite United Way is helping people in new and strategic ways.

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

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

March 31,	2019	2018
Community Impact Awards to partner agencies	\$ 1,568,039	\$ 1,959,583
Donor designated gifts to Health and Human Service agencies	1,899,443	2,190,178
Granite United Way Program services	3,936,823	3,735,319
<i>Total</i>	<u>\$ 7,404,305</u>	<u>\$ 7,885,080</u>

Note 2. Summary of Significant Accounting Policies

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

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

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GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Cash and cash equivalents: For purposes of reporting cash flows, the United Way considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents. The United Way had no cash equivalents at March 31, 2019 and 2018.

Net assets: The United Way reports information regarding its financial position and activities according to two categories of net assets: net assets with donor restrictions and net assets without donor restrictions. Descriptions of these net asset categories are as follows:

Net assets without donor/ time restrictions: Net assets without donor restrictions are available for use at the discretion of the Board of Directors and/or management for general operating purposes. From time to time the Board of Directors designates a portion of these net assets for specific purposes which makes them unavailable for use at management's discretion. For example, the Board has designated a portion of net assets without donor restrictions as a quasi-endowment (an amount to be treated by management as if it were part of the donor restricted endowment) for the purpose of securing the United Way's long-term financial viability.

The United Way had designated net assets without donor restrictions of \$10,750 and \$10,311 for endowment at March 31, 2019 and 2018, respectively.

Net assets with donor/ time restrictions: Net assets with donor restrictions consist of assets whose use is limited by donor-imposed, time and/or purpose restrictions.

The United Way reports gifts of cash and other assets as revenue with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, the net assets are reclassified as net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions.

Some net assets with donor restrictions include a situation that assets provided be maintained permanently (perpetual in nature) while permitting the United Way to expend the income generated by the assets in accordance with the provisions of additional donor imposed stipulations or a Board approved spending policy.

See Notes 9 and 10 for more information on the composition of net assets with donor restrictions and the release of restrictions, respectively.

Contributions receivable: Campaign pledge contributions are generally paid within one year. The United Way provides an allowance for uncollectible pledges at the time campaign results are recorded. Provisions for uncollectible pledges have been recorded in the amount of \$256,490 and \$298,907 for the campaign years ended March 31, 2019 and 2018, respectively. The provision for uncollectible pledges was calculated at 4.5% of the total pledges for both years ended March 31, 2019 and 2018.

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

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Deferred revenue: The United Way charged a 10% administrative fee on the State Campaign designations and 5% administrative fee on most other designations for both of the years ended March 31, 2019 and 2018.

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

Contributions: The United Way recognizes contributions received and made, including unconditional promises to give, as revenue in the period received or made. Contributions received are reported as either revenues without donor restrictions or revenues with donor restrictions. Contributions with donor restrictions that are used for the purposes specified by the by the donor in the same year as the contribution is received are recognized as revenues with donor restrictions and are reclassified as net assets released from restrictions in the same year. Promises to contribute that stipulate conditions to be met before the contribution is made are not recorded until the conditions are met. There were no conditional promises to give for the years ended March 31, 2019 and 2018.

Donated goods and services: Contributed services are recognized when the services received would typically need to be purchased if they had not been provided by donation or require specialized skills and are provided by individuals possessing those skills. Various types of in-kind support, including services, call center space, gift certificates, materials and other items, amounting to \$58,179 and \$63,929 have been reflected at fair value in the financial statements for the years ended March 31, 2019 and 2018, respectively.

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

Functional allocation of expenses: The statements of functional expenses present expenses by function and natural classification. Expenses directly attributable to a specific functional area of the United Way are reported as expenses of those functional areas. A portion of general and administrative costs that benefit multiple functional areas (indirect costs) have been allocated across programs and other supporting services based on estimates of time and effort.

Property and equipment: Property and equipment are carried at cost if purchased and fair value if contributed. Maintenance, repairs and minor renewals are expensed as incurred, and major renewals and betterments are capitalized. The United Way capitalizes additions of property and equipment in excess of \$2,500.

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

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

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GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Operating measure: The United Way has presented the statement of activities and changes in net assets based on an intermediate measure of operations. The measure of operations includes all revenues and expenses that are an integral part of the United Way's programs and supporting activities and net assets released from restrictions to support operating activities. Non-operating activities are limited to resources outside of those program and services and are comprised of investment return, the changes in fair value of the beneficial interest in trusts, and gains and losses on sales and dispositions of assets.

Concentrations of credit risk: Financial instruments which potentially subject the United Way to concentrations of credit risk, consist primarily of contributions receivable, substantially all of which are from individuals, businesses, or not-for-profit organizations. Concentrations of credit risk are limited due to the large number of donors comprising the United Way's donor base. As a result, at March 31, 2019, the United Way does not consider itself to have any significant concentrations of credit risk with respect to contributions receivable.

In addition, the United Way maintains cash accounts with several financial institutions insured by the Federal Deposit Insurance Corporation up to \$250,000. At March 31, 2019, there was approximately \$141,200 included in cash in excess of federally insured limits.

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

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

With few exceptions, the United Way is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for tax years before 2016.

Change in accounting principle: In August 2016, the FASB issued ASU 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities* (Topic 958). The ASU amends the current reporting model for nonprofit organizations and enhances their required disclosures. The major changes include: (a) requiring the presentation of only two classes of net assets now entitled "net assets without donor restrictions" and "net assets with donor restrictions", (b) modifying the presentation of underwater endowment funds and related disclosures, (c) requiring the use of the placed in service approach to recognize the expiration of restrictions on gifts used to acquire or construct long-lived assets absent explicit donor stipulations otherwise, (d) requiring that all nonprofits present an analysis of expenses by function and nature and disclose a summary of the allocation methods used to allocate costs, (e) requiring the disclosure of quantitative and qualitative information regarding liquidity and availability of resources, (f) presenting investment return net of external and direct internal investment expenses, and (g) modifying other financial statement reporting requirements and disclosures intended to increase the usefulness of nonprofit financial statements.

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GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

The United Way has adopted this ASU for the year ended March 31, 2019 with retroactive application for the March 31, 2018 financial statements. As a result, the United Way changed its presentation of its net assets classes and expanded the footnote disclosures as required by the ASU. In addition, the investment expenses are netted against investment return in the statements of activities and changes in net assets. The United Way has opted to not disclose liquidity and availability information for March 31, 2018 as permitted under the ASU in the year of adoption.

Recent accounting pronouncements: In May 2014, the FASB issued, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the United Way expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance when it becomes effective on April 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. Management is currently evaluating the impact this will have on its financial statements.

In February 2016, the FASB issued, *Leases, Topic 842* (ASU 2016-02), which will be effective for the United Way on April 1, 2020, with early adoption permitted. Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. Management is currently evaluating the impact this will have on its financial statements.

Note 3. Fair Value Measurements

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

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

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

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GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Financial assets carried at fair value on a recurring basis consist of the following at March 31, 2019:

	Level 1	Level 2	Level 3
Money market funds	\$ 8,874	\$ 22,740	\$ -
Mutual funds:			
Domestic equity	66,002	-	-
Fixed income	248,672	-	-
Fixed income funds	171,086	7,207	-
Municipal bonds	-	10,200	-
Corporate bonds	-	146,380	-
Beneficial interest in assets held by others	-	-	1,726,207
<i>Total</i>	<u>\$ 494,634</u>	<u>\$ 186,527</u>	<u>\$ 1,726,207</u>

Financial assets carried at fair value on a recurring basis consist of the following at March 31, 2018:

	Level 1	Level 2	Level 3
Money market funds	\$ 132,068	\$ 22,280	\$ -
Mutual funds:			
Domestic equity	61,523	-	-
Fixed income	244,862	-	-
Fixed income funds	177,247	-	-
Municipal bonds	-	10,565	-
Corporate bonds	-	23,503	-
Beneficial interest in assets held by others	-	-	1,782,840
<i>Total</i>	<u>\$ 615,700</u>	<u>\$ 56,348</u>	<u>\$ 1,782,840</u>

	Beneficial interest in assets held by others
<i>Balance, April 1, 2017</i>	\$ 1,691,022
Total unrealized gains, net of fees, included in changes in net assets with donor restrictions	91,818
<i>Balance, March 31, 2018</i>	<u>\$ 1,782,840</u>
Total unrealized losses, net of fees, included in changes in net assets with donor restrictions	(56,633)
<i>Balance, March 31, 2019</i>	<u>\$ 1,726,207</u>
Amount of unrealized losses, net of fees, attributable to change in unrealized losses relating to assets still held at the reporting date included in the statement of activities and changes in net assets	<u>\$ (56,633)</u>

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GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

All assets have been valued using a market approach, except for the beneficial interest in assets held by others, and have been consistently applied. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets. Prices may be indicated by pricing guides, sales transactions, market trades, or other sources.

The beneficial interest in assets held by others is valued using the income approach. The value is determined by calculating the present value of future distributions expected to be received, which approximates the value of the trust's assets at March 31, 2019 and 2018.

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

Note 4. Property and Equipment

Property and equipment, at cost, at March 31,	2019	2018
Land, buildings and building improvements	\$ 1,424,521	\$ 1,403,441
Leasehold improvements	5,061	5,061
Furniture and equipment	452,679	437,854
<i>Total property and equipment</i>	1,882,261	1,846,356
Less accumulated depreciation	(634,137)	(558,493)
<i>Total property and equipment, net</i>	<u>\$ 1,248,124</u>	<u>\$ 1,287,863</u>

Note 5. Endowment Funds Held by Others

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

In accordance with its spending policy, the Foundation may make distributions from the funds to the United Way. The distributions are approximately 4.0% of the market value of each fund per year.

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

The United Way received \$69,042 and \$68,060 from the agency endowed funds during the years ended March 31, 2019 and 2018, respectively.

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GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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

The distributions are approximately 4.0% of the market value of the fund per year. These funds are not included in these financial statements, since although all property in these funds was contributed to The New Hampshire Charitable Foundation to be held and administered for the benefit of the United Way, The New Hampshire Charitable Foundation may redirect funds to another organization.

The United Way received \$4,439 and \$4,376 from the designated funds during the year ended March 31, 2019 and 2018, respectively. The market value of these fund's assets amounted to approximately \$111,000 and \$114,600 as of March 31, 2019 and 2018, respectively.

Note 6. Long-term Debt

Long-term debt at March 31,	2019	2018
Mortgage financed with a local bank. Interest rate at the 5-year Federal Home Loan Classic Advance Rate plus 2.5% (4.82% at March 31, 2019). Due in monthly installments of principal and interest of \$1,908 through December, 2031. Collateralized by the United Way's building located in Plymouth, NH.	\$ 215,936	\$ 227,963
Less portion payable within one year	12,843	12,718
<i>Total long-term debt</i>	<u>\$ 203,093</u>	<u>\$ 215,245</u>

The scheduled maturities of long-term debt at March 31, 2019 were as follows:

<u>Year Ending March 31,</u>	
2020	\$ 12,843
2021	13,476
2022	14,140
2023	14,836
2024	15,568
Thereafter	145,073
<i>Total</i>	<u>\$ 215,936</u>

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

The United Way has a revolving line-of-credit with Citizen's Bank with a maximum borrowing limit of \$250,000. The line-of-credit is subject to annual review and renewal. The line-of-credit agreement bears interest equal to the Wall Street Journal prime rate plus 0.25% (5.75% as of March 31, 2019) and is secured by all assets of the United Way. At March 31, 2019, there were no amounts outstanding on this line-of-credit agreement.

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Note 7. Funds Held for Others

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

March 31,	2019	2018
Sycamore Gardens Project	\$ -	\$ 15,814
Work United Loan Default Program	4,759	3,190
Concord Multicultural Festival	2,382	2,872
Get Moving Manchester	1,669	1,674
Better Together Lakes Region	245	245
<i>Total</i>	<u>\$ 9,055</u>	<u>\$ 23,795</u>

Note 8. Endowment Funds

The United Way's endowment consists of four individual funds established for youth programs, Whole Village Resource Center and general operating support. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law: The United Way is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA) and, thus, classifies amounts in its donor-restricted endowment funds as net assets with donor restrictions because those net assets are time restricted until the Board of Directors appropriates such amounts for expenditures. Most of those net assets are also subject to purpose restrictions that must be met before reclassifying those net assets to net assets without donor restrictions. The Board of Directors of the United Way has interpreted UPMIFA as not requiring the maintenance of purchasing power of the original gift amount contributed to an endowment fund, unless a donor stipulates the contrary.

As a result of this interpretation, when reviewing its donor-restricted endowment funds, the United Way considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The United Way has interpreted UPMIFA to permit spending from underwater funds in accordance with the prudent measures required under the law. Additionally, in accordance with UPMIFA, the United Way considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the fund, (2) the purposes of the organization and the donor-restricted endowment fund, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the organization, and (7) the investment policies of the United Way.

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GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Underwater Endowment Funds: From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the United Way to retain as a fund of perpetual duration. The United Way did not have any funds with deficiencies for the years ended March 31, 2019 and 2018.

Investment Return Objectives, Risk Parameters and Strategies: The United Way has adopted investment policies, approved by the Board of Directors, for endowment assets for the long-term. The United Way seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable level of risk. Investment risk is measured in terms of the total endowment fund; investment assets and allocations between asset classes and strategies are managed to not expose the fund to unacceptable level of risk.

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

Endowment net asset composition by type of fund as of March 31, 2019 is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment	\$ 10,750	\$ -	\$ 10,750
Donor-restricted endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	-	142,652	142,652
Accumulated investment gains	-	61,774	61,774
<i>Total funds</i>	<u>\$ 10,750</u>	<u>\$ 204,426</u>	<u>\$ 215,176</u>

Changes in the endowment net assets as of March 31, 2019 are as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, March 31, 2018	\$ 10,311	\$ 196,094	\$ 206,405
Investment return, net	439	8,332	8,771
Endowment net assets, March 31, 2019	<u>\$ 10,750</u>	<u>\$ 204,426</u>	<u>\$ 215,176</u>

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Endowment net asset composition by type of fund as of March 31, 2018 is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment	\$ 10,311	\$ -	\$ 10,311
Donor-restricted endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	-	142,652	142,652
Accumulated investment gains	-	53,442	53,442
	<u>\$ 10,311</u>	<u>\$ 196,094</u>	<u>\$ 206,405</u>

Changes in the endowment net assets as of March 31, 2018 are as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, March 31, 2017	\$ 9,792	\$ 146,083	\$ 155,875
Contributions	-	42,255	42,255
Investment return, net	519	7,756	8,275
Endowment net assets, March 31, 2018	<u>\$ 10,311</u>	<u>\$ 196,094</u>	<u>\$ 206,405</u>

Note 9. Net Assets with Donor Restrictions

Net assets with donor restrictions are restricted for the following purposes or periods:

March 31,	2019	2018
Subject to expenditure for specified time period:		
Contributions receivable related to campaigns	\$ 3,229,124	\$ 3,450,040
Designations payable to other agencies and United Ways	(926,494)	(1,159,651)
	<u>2,302,630</u>	<u>2,290,389</u>
Subject to expenditure for specified purpose:		
Manchester Proud	474,325	-
Public Health Network services	276,668	155,441
Leader in Me	172,500	-
L.E.A.D. Program	25,000	-
Work United	9,945	20,768
West Side Reads	-	19,413
Other programs	-	1,573
	<u>958,438</u>	<u>197,195</u>

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GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

March 31,	2019	2018
Endowments subject to the United Way's spending policy and appropriation:		
Investments in perpetuity (original amounts of \$142,652 in 2019 and 2018), which once appropriated, is expendable to support:		
General Operations	80,774	77,482
Youth Programs	24,636	23,632
Whole Village Resource Center	99,016	94,980
	<u>204,426</u>	<u>196,094</u>
Beneficial interest in assets held by others:		
Agency endowed funds at the New Hampshire Charitable Foundation	1,726,207	1,782,840
	<u>1,726,207</u>	<u>1,782,840</u>
<i>Total net assets with donor restrictions</i>	<u>\$ 5,191,701</u>	<u>\$ 4,466,518</u>

Note 10. Net Assets Released from Donor Restrictions

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of the passage of time or other events specified by donors. The net assets released from restrictions are as follows:

March 31,	2019	2018
Purpose restrictions accomplished:		
Public Health Network services	\$ 964,089	\$ 1,094,084
211	363,894	273,160
Volunteer Income Tax Assistance	108,877	135,517
Manchester Proud	292,860	-
Work United	193,240	139,023
Bridge House and Whole Village Family Resource Center upgrades	-	267,822
Other program services	113,524	315,340
	<u>2,036,484</u>	<u>2,224,946</u>
Time restrictions expired	4,250,661	4,832,648
	<u>4,250,661</u>	<u>4,832,648</u>
<i>Total net assets released from donor restrictions</i>	<u>\$ 6,287,145</u>	<u>\$ 7,057,594</u>

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Note 11. Liquidity and Availability of Resources

The United Way's financial assets available within one year of the financial statements of financial position date for general expenditure are as follows:

March 31,	2019
Cash	\$ 419,438
Investments	681,098
Contributions receivable, net	3,575,081
Beneficial interest in trust	1,726,207
Accounts and rent receivable	9,982
<i>Total financial assets available within one year</i>	<u>6,411,806</u>
Less amounts unavailable for general expenditures within one year, due to:	
Restricted by donors with time or purpose restrictions	(958,438)
Subject to appropriation and satisfaction or donor restrictions	(204,426)
Agency endowed funds at the New Hampshire Charitable Foundation	(1,726,207)
<i>Total amounts unavailable for general expenditure within one year</i>	<u>(2,889,071)</u>
Amounts unavailable to management without Board's approval:	
Board designated endowment	(10,750)
<i>Total financial assets available to management for general expenditure within one year</i>	<u>\$ 3,511,985</u>

Liquidity Management

The United Way maintains a policy of structuring its financial assets to be available as its general expenditures, liabilities, and other obligations come due. To help manage unanticipated liquidity needs the United Way has committed a line of credit of \$250,000, which it could draw upon. Additionally, the United Way has board designated net assets without donor restrictions that, while the United Way does not intend to spend these for purposes other than those identified, the amounts could be made available for current operations, if necessary.

Note 12. Pension Fund

The United Way sponsors a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code, whereby electing employees contribute a portion of their salaries to the plan. For the years ended March 31, 2019 and 2018, the United Way contributed \$92,128 and \$84,921, respectively, to employees participating in the plan.

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Note 13. Lease Commitments

During the year ended March 31, 2018, the United Way entered into an operating lease agreement for a four year term commencing September 1, 2017 through August 31, 2021 for an office space in Concord, New Hampshire. The lease requires monthly payments of \$3,337 through August 31, 2018. The rent will then be increased by 3% annually on each anniversary date of the lease.

During the year ended March 31, 2017, the United Way entered into an operating lease agreement for a five year term commencing July 15, 2016 through June 30, 2021 for an office space in Manchester, New Hampshire. The lease requires monthly payments of \$5,905 through June 30, 2019. The rent will then be increased by 3% annually on each anniversary date of the lease.

During the year ended March 31, 2018, the United Way entered into an operating lease agreement for a one year term commencing January 15, 2018 through January 14, 2019 for an office space in Laconia, New Hampshire. The lease required monthly payments of \$425 through January 14, 2019. This lease was amended in January 2019 to extend the term until July 2019 and then terminate the lease.

During the year ended March 31, 2016, the United Way entered into an operating lease agreement for a three year term commencing September 1, 2015 through August 31, 2018 for an office space in West Lebanon, New Hampshire. The lease required monthly payments of \$1,425 through August 31, 2018.

During the year ended March 31, 2019, the United Way entered into an operating lease agreement for a five year term commencing on September 1, 2018 through August 31, 2023 for an office space in Lebanon, New Hampshire. The lease requires monthly payments of \$1,600 through August 31, 2019. The rent consists of two different payments, one for rent and another for common costs and charges. After August 31, 2019, the rent will increase each year depending on the consumer price index. After January 1, 2019, the common costs and charges increase each year depending on the United Way's proportionate share of these costs.

During the year ended March 31, 2019, the United Way entered into an operating lease agreement for a two year term commencing on January 1, 2019 through December 31, 2020 for an office space in Berlin, New Hampshire. The lease requires monthly payments of \$181 through December 31, 2019. After December 31, 2019, the monthly rent payment will increase to \$187 through December 31, 2020. The lease continues on a month to month basis after December 31, 2020.

Total rent expense for these leases amounted to approximately \$136,000 and \$143,000 for the years ended March 31, 2019 and 2018, respectively.

The United Way leases multiple copy machines under the terms of operating lease agreements. The monthly lease payments amount to \$2,044. The lease expenses amounted to approximately \$21,000 and \$2,000 for the years ended March 31, 2019 and 2018, respectively.

(continued on next page)

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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

<u>Year ending March, 31</u>		<u>Total</u>
2020	\$	161,114
2021		161,234
2022		71,136
2023		33,420
2024		10,370
	<i>Total</i>	<u>\$ 437,274</u>

Note 14. Commitments

In Plymouth, the United Way rents space in a building which they own and occupy to twelve non-affiliated, non-profit organizations. The monthly lease payments range from \$125 to \$1,500 per month. For the years ended March 31, 2019 and 2018, the rental income amounted to \$73,548 and \$87,535, respectively.

Note 15. Payment to Affiliated Organizations and Related Party

The United Way paid dues to United Way of Worldwide. The United Way's dues paid to this affiliated organization aggregated \$86,779 and \$79,826 for the years ended March 31, 2019 and 2018, respectively.

Note 16. Subsequent Events

The United Way has evaluated subsequent events through August 15, 2019, the date which the financial statements were available to be issued and have not evaluated subsequent events after that date. Subsequent to year end, the United Way changed its fiscal year end to June 30. There were no other subsequent events that would require disclosure in financial statements for the year ended March 31, 2019.

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
MERRIMACK COUNTY REGION
Year Ended March 31, 2019

	<u>Community Impact Awards</u>
Blueberry Express Day Care Center	\$ 30,000
Boys and Girls Clubs of Central New Hampshire:	
Broken Ground School Unit	5,000
Mill Brook School Unit	5,000
Concord Coalition to End Homelessness	18,000
Concord Family YMCA:	
Child Development Center	30,000
Kydstop-Camp	15,000
Easter Seals New Hampshire, Inc.	25,000
Merrimack Valley Day Care	90,000
NH Legal Assistance	50,000
NH Bar Association Pro Bono Referral Program	12,000
Penacook Community Center	12,396
Second Start:	
Second Start Alternative High School	10,000
Adult Education	10,000
The Friendly Kitchen	5,500
The Friends Program:	
Foster Grandparents	33,000
Emergency Housing	18,000
The Mayhew Program	10,000
The Pittsfield Youth Workshop	30,000
Tiny Twisters Child Care Center	7,500
Waypoint CFS Counseling Program	20,000
	<u>\$ 436,396</u>
	<u>Emerging Opportunity Grants</u>
Adverse Childhood Experiences Training	\$ 10,710
Boys and Girls Club of Central New Hampshire	55,000
Concord Cold Weather Shelter	10,000
	<u>\$ 75,710</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
 PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
 NORTH COUNTRY REGION
 Year Ended March 31, 2019

	<u>Community Impact Awards</u>
Adaptive Sports Partners of the North Country	\$ 6,500
Boys and Girls Club of the North Country	10,000
Copper Cannon Camp	6,000
Grafton County Senior Citizens:	
Accessible Transportation and Food	5,000
ServiceLink	3,700
Access to Enriching Environments for Older Adults	5,000
RSVP Bone Builders	5,191
NH Legal Assistance	5,000
Northern Human Services	5,000
The Family Resource Center	3,000
Tri-County Community Action Program:	
Support Center at Burch House	4,000
Tyler Blain House	5,000
Waypoint Parenting Transitional Living Program	5,000
	<u>\$ 68,391</u>
	<u>Emerging Opportunity Grants</u>
Organized Acts of Kindness	<u>\$ 2,271</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
 PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
 UPPER VALLEY REGION
 Year Ended March 31, 2019

	Community Impact Awards
Center on Rural Innovation	\$ 2,000
Child Care Center in Norwich	5,000
Copper Cannon Camp	1,000
Cover Home Repair	14,000
Dismas of Vermont	8,500
Global Campuses Foundation	4,500
Good Neighbor Health Care	
Good Neighbor Health Clinic	4,000
Red Logan Dental Clinic	6,000
Grafton County Senior Citizens Council	
Increasing Access to Enriching Environments for Older Adults	1,183
Meeting older adults' needs for accessible transportation and food	4,500
RSVP Bone Builders	4,000
ServiceLink	1,000
Green Mountain Children's Center	
Low to Moderate Income Scholarships	7,500
Work Force Development	3,500
Hartford Community Restorative Justice Center	
Restorative Justice Panel Program	8,300
Restorative Reentry Program	8,500
Headrest	5,000
HIV/HCV Resource Center	6,000
Mascoma Community Healthcare	8,000
Safeline	8,500
Second Wind Foundation	
Upper Valley Turning Point	8,000
Willow Grove	5,000
Senior Solutions (CASVT)	5,000
Southeastern Vermont Community Action	17,500
Special Needs Support Center of the Upper Valley	4,000

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
 PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
 UPPER VALLEY REGION (CONTINUED)
 Year Ended March 31, 2019

	Community Impact Awards (Continued)
Springfield Family Center	\$ 3,215
Springfield Supported Housing Program	8,000
Stagecoach Transportation, a division of Tri-Valley Transit	1,000
The Children's Center of the Upper Valley	18,159
The Family Place	20,000
The Mayhew Program	4,000
TLC Family Resource Center	7,500
Twin Pines Housing Trust	
Expanding Supportive Services Program	9,000
SASH (Supports and Services at Home)	5,000
Upper Valley Haven	
Health/Food Services	10,000
Education/Shelter Services	8,500
Upper Valley Trails Alliance	1,000
Valley Court Diversion Programs	8,000
Visions for Creative Housing Solutions	6,387
Waypoint	
CFS Counseling Program-Upper Valley	6,887
Supervised Visitation and Exchange Program	8,500
West Central Behavioral Health	8,025
Willing Hands Enterprises	7,500
Windham & Windsor Housing Trust	9,000
Windsor Hospital Corporation	5,000
WISE	
Crisis and Advocacy Program	8,500
Emergency Shelter and Supportive Housing	2,104
Prevention and Education Program	7,500
Zack's Place Vermont	2,500
	<u>\$ 325,760</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
SOUTHERN REGION
Year Ended March 31, 2019

	<u>Community Impact Awards</u>
Easter Seals New Hampshire, Inc.	\$ 22,000
Girls Incorporated of New Hampshire	10,000
Manchester Community Resource Center, Inc.	10,000
Manchester Neighborhood Health Improvement Strategy	325,000
New Hampshire Legal Assistance	15,000
NHBA Pro Bono Referral Program	12,000
Rockingham Nutrition and Meals on Wheels Program	12,000
St. Joseph Community Services, Inc.	25,461
The Mayhew Program	10,000
The Upper Room	
Adolescent Wellness Program	12,000
Greater Derry Juvenile Diversion Program	15,000
Waypoint	10,000
YWCA	22,000
	<u>\$ 500,461</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
 PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
 NORTHERN REGION
 Year Ended March 31, 2019

	<u>Community Impact Awards</u>
Bethany Christian Services	\$ 3,000
Coos County Family Health Services, Inc.	2,500
Copper Cannon Camp	2,500
Harvest Christian Fellowship:	
Community Café	3,936
Feeding Hope Food Pantry	4,000
Helping Hands North, Inc.	3,500
Memorial Hospital, Women's Health	2,500
North Conway Community Center	2,000
North Country Community Recreation Center	2,500
Northern Human Services	4,000
The Family Resource Center at Gorham	2,500
Tri-County Community Action Program	
Coos Service Link Resource Center	1,000
RSVP Program	1,000
Senior Meals of Coos County	1,000
	<u>\$ 35,936</u>
	<u>Emerging Opportunity Grants</u>
Coos County Family Health Services, Inc.	\$ 500
Harvest Christian Fellowship	500
UNH Cooperative Extension	464
	<u>\$ 1,464</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
CENTRAL REGION
Year Ended March 31, 2019

	<u>Community Impact Awards</u>
Boys and Girls Clubs of Central New Hampshire	\$ 15,000
Health First Family Care Center	10,000
Kingswood Youth Center	4,500
Lakes Region Child Care Services	30,000
Lakes Region Community Developers	10,000
Lakes Region Community Services	10,900
Lakes Region Mental Health Center	20,000
New Beginnings Without Violence and Abuse	10,000
Pemi Youth Center	4,500
The Circle Program	6,750
	<u>\$ 121,650</u>

GRANITE UNITED WAY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year Ended March 31, 2019

Federal Grantor Pass-through Grantor Program Title	Pass-through Entity Identifying Number	Federal CFDA Number	Federal Expenditures	Expenditures to Subrecipients
Regional Public Health Network Services Cluster				
<u>U.S. Department of Health and Human Services</u>				
State of N.H. Department of Health and Human Services - South Central Public Health Network				
Block Grants for Prevention and Treatment of Substance Abuse	05-95-92-920510-3380	93.959	\$ 86,813	\$ 73,733
Hospital Preparedness Program & Public Health Emergency Preparedness Aligned Coop Agreements	05-95-90-902510-7545	93.074	87,750	79,726
Preventive Health and Health Services Block Grant	05-95-90-901010-5362	93.758	25,243	25,243
Young Adult Leadership Program	05-95-92-920510-3395	93.243	20,919	12,000
Young Adult Substance Misuse Prevention Strategies	05-95-92-920510-3395	93.243	55,861	49,456
<i>Total State of N.H. Department of Health and Human Services - South Central Public Health Network</i>			276,586	240,158
State of N.H. Department of Health and Human Services - Capital Area Public Health Network				
Block Grants for Prevention and Treatment of Substance Abuse	05-95-92-920510-3380	93.959	88,236	-
Hospital Preparedness Program & Public Health Emergency Preparedness Aligned Coop Agreements	05-95-90-902510-7545	93.074	83,420	-
Preventive Health and Health Services Block Grant	05-95-90-901010-5362	93.758	27,671	-
Immunization Cooperative Agreements	05-95-90-902510-5178	93.268	9,730	1,411
Young Adult Leadership Program	05-95-92-920510-3395	93.243	18,901	12,000
Young Adult Substance Misuse Prevention Strategies	05-95-92-920510-3395	93.243	64,004	54,091
<i>Total State of N.H. Department of Health and Human Services - Capital Area Public Health Network</i>			291,962	67,502
State of N.H. Department of Health and Human Services - Carroll County Coalition for Public Health				
Block Grants for Prevention and Treatment of Substance Abuse	05-95-92-920510-3380	93.959	98,616	-
Hospital Preparedness Program & Public Health Emergency Preparedness Aligned Coop Agreements	05-95-90-902510-7545	93.074	72,264	-
Preventive Health and Health Services Block Grant	05-95-90-901010-5362	93.758	33,948	-
Immunization Cooperative Agreements	05-95-90-902510-5178	93.268	10,269	5,260
Young Adult Leadership Program	05-95-92-920510-3395	93.243	20,389	12,000
Young Adult Substance Misuse Prevention Strategies	05-95-92-920510-3395	93.243	31,931	-
<i>Total State of N.H. Department of Health and Human Services - Carroll County Coalition for Public Health</i>			267,417	17,260
<i>Total Regional Public Health Network Services Cluster</i>			835,965	324,920
<u>U.S. Internal Revenue Services</u>				
Department of the Treasury				
Volunteer Income Tax Assistance (VITA) Matching Grant Program		21.009	45,971	-
<u>U.S. Department of Health and Human Services</u>				
State of N.H. Division for Behavioral Health, Bureau of Drug and Alcohol Services				
State Opioid Response Grant		97.067	98,572	-
<i>Total Expenditures of Federal Awards</i>			\$ 980,508	\$ 324,920

The accompanying notes are an integral part of this schedule.

GRANITE UNITED WAY

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Note 1. Basis of Presentation

The Schedule of Expenditures of Federal Awards ("the Schedule") includes the federal grant activity of Granite United Way ("the United Way"), under programs of the federal government for the year ended March 31, 2019. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) *Uniform Guidance*. Because the schedule presents only a selected portion of the operations of the United Way, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the United Way.

Note 2. Basis of Accounting

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

Note 3. Program Costs

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

Note 4. Major Programs

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

Note 5. Indirect Cost Rate

The amount expended includes \$44,026 claimed as an indirect cost recovery using an approved indirect cost rate of 5-percent. The United Way has not elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.



NATHAN WECHSLER & COMPANY
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

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

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

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Granite United Way as of and for the year ended March 31, 2019, and the related notes to the financial statements, which collectively comprise Granite United Way's basic financial statements, and have issued our report thereon dated August 15, 2019.

Internal Control over Financial Reporting

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

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

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

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70 Commercial Street, 4th Floor
Concord, NH 03301

v: 603-224-5357
f: 603-224-3792

59 Emerald Street
Keene, NH 03431

v: 603-357-7665
f: 603-224-3792

44 School Street
Lebanon, NH 03766

v: 603-448-2650
f: 603-448-2476

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Granite United Way's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion.

Purpose of this Report

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

Nathan Wechsler & Company

Concord, New Hampshire
August 15, 2019



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

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

INDEPENDENT AUDITOR'S REPORT

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

Report on Compliance for Each Major Federal Program

We have audited Granite United Way's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Granite United Way's major federal programs for the year ended March 31, 2019. Granite United Way's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

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

Auditor's Responsibility

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

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

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Opinion on Each Major Federal Program

In our opinion, Granite United Way complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended March 31, 2019.

Other Matters

The results of our auditing procedures disclosed an instance of noncompliance which is required to be reported in accordance with the Uniform Guidance and which is described in the accompanying Schedule of Findings and Questioned Costs as item 2019-001. Our opinion of each major federal program is not modified with respect to this matter.

Granite United Way's response to the noncompliance finding identified in our audit is described in the accompanying Schedule of Findings and Questioned Costs. Granite United Way's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control over Compliance

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

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

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we identified a certain deficiency in internal control over compliance described in the accompanying Schedule of Findings and Questioned Costs as item 2019-001, which we consider to be a significant deficiency.

Granite United Way's response to the internal control over compliance finding identified in our audit is described in the accompanying Schedule of Findings and Questioned Costs. Granite United Way's

response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

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

Nathan Wechsler ; Company

Concord, New Hampshire
August 15, 2019

GRANITE UNITED WAY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
(UNIFORM GUIDANCE)
YEAR ENDED MARCH 31, 2019

Section I: Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: *unmodified*

Internal control over financial reporting:

Are any material weaknesses identified?	___ Yes	<u>X</u> No	
Are any significant deficiencies identified?	___ Yes	<u>X</u> None Reported	
Is any noncompliance material to financial statement noted?	___ Yes	<u>X</u> No	

Federal Awards

Internal control over major federal programs:

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

GRANITE UNITED WAY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
(UNIFORM GUIDANCE)
YEAR ENDED MARCH 31, 2019

Section II – Financial Statement Findings

No financial statement findings noted.

Section III – Federal Awards Findings

Finding 2019-001:

Information on the Federal Program

Cluster: Regional Public Health Network Services Cluster

Pass-Through Entity: Various (see page 30)

Award Number: Various (see page 30)

Compliance Requirements: Subrecipient Monitoring

Type of Finding: Significant Deficiency – Noncompliance

Criteria

Program requirements state that expenditures by subrecipients must be reviewed and monitored by the grantee.

Condition

For the year ended March 31, 2019, we reviewed a selection of subrecipient expenditures and reimbursement requests and noted that supporting documentation was not being monitored by Granite United Way during the first half of the fiscal year.

Questioned Costs

None noted.

Context

Of the seven selections tested, four did not have evidence supporting the monitoring activities were taking place.

Effect

As a result, Granite United Way could not provide support that they were actively monitoring the expenditures and activities performed by the subrecipients.

Cause

Subrecipients provided summaries of expenses and would provide support if requested, however Granite United Way did not request supporting documentation until halfway through the fiscal year when they were made aware they needed to monitor subrecipients more closely.

Recommendation

We recommend management obtain detailed supporting documentation for each expenditure from subrecipients. We also recommend that management ensure they are in compliance with other subrecipient monitoring processes such as performing pre-award risk assessments at the time of each award, obtaining audit reports and audit communication letters and following up on any related audit findings or issues.

GRANITE UNITED WAY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
(UNIFORM GUIDANCE)
YEAR ENDED MARCH 31, 2019

Responsible Officials Response and Corrective Action Planned

Management implemented a process during the year in which they are collecting all required documentation from each subrecipient and closely monitoring their activities. Prior to the implementation of this procedure, the supporting documentation was available to management by request. Management was not aware they were required to review supporting documentation for each expenditure. Beginning during the second half of the year, management has been reviewing detailed documentation.

Planned Implementation Date of Corrective Action

Already implemented.

Person Responsible for Corrective Action

Shannon Bresaw

2020 GUV Board Members

Southern Region	Merrimack County
Joseph Bator Primary Bank	Kathy Bizarro-Thunberg (AC Chair, MC CIC) New Hampshire Hospital Association
Joe Carelli Citizens Bank	Chris Emond, Executive Director (RD) Boys & Girls Club of Central NH
Patricia Donahue New Hampshire Housing Finance Authority	Marlene Hammond Lincoln Financial Group
Jason Cole (AC, GC) Catholic Medical Center	Charlie Head (ECIC Co-Chair) Sanborn, Head & Associates, Inc.
Michael Delahanty Salem School District	Joseph Kenney (MC CIC Chair, EC) The Provident Bank
Doug deLara Baker Newman & Noyes	Nannu Nobis (GC) Nobis Engineering
Christina Lachance Director of Early Childhood and Family Initiatives NH Charitable Foundation	Betsey Rhyhart, Vice President of Population Health Concord Hospital
Paul Mertzic Catholic Medical Center	Jeffery Savage (AC, FC) Community Volunteer
Sean Owen, Immediate Past Chair (EC) Wedu and Talient Action Group	Heather Staples Lavoie, Board Chair (EC) Geneia
Joseph Purington Eversource Energy	Central Region
Peter Rayno, Executive Vice President Enterprise Bank	Dr. Larissa Baia Lakes Region Community College
Charla Stevens McLane Middleton	
Tony Speller, Vice Chair (RDC Chair, EC) Comcast	Larry Major (Central CIC) Pike Industries
Anna Thomas (SR CIC Chair, ECIC, EC) Manchester Health Department	Cass Walker (Central CIC Chair, EC) LRGHealthcare
Robert Tourigny (SR CIC, AC) Neighborworks of So. New Hampshire	North Country
Jeremy Veilleux, Treasurer (EC, FC) Baker Newman & Noyes	Bill Bedor, Secretary (NC CIC Chair, EC, NC RD Chair) Creative Financial Strategies, Inc.
Upper Valley	Northern Region
Sally Kraft (ECIC Co-Chair) Dartmouth Hitchcock Medical Center	Dr. Chuck Lloyd White Mountains Community College
Carolyn Maloney Treasurer, Hypertherm	
Michael Wagner, CFO Dartmouth College	

Key:

Names in red – last Board meeting June 2020

EC – Executive Committee of the Board

AC – Audit Committee of the Board

FC – Finance Committee of the Board

RDC – Resource Development Committee (Enterprise wide)

ECIC – Enterprise wide Community Impact Committee

CIC – Community Impact Committee

RD – Local Resource Development Campaign Cabinet

GC – Governance Committee of the Board

- Generate and communicate reports related to the databases and their use, as requested.
- Train and support staff from social service agencies to effectively update agency and service information, as well as utilization of the 2-1-1 NH website.
- Assist in managing inquiries for assistance received via the 2-1-1 NH general e-mailbox and in oversight of 2-1-1 NH website, including development of plans to improve the use of the 2-1-1 NH website & ReferNet to respond to customer inquiries for referrals going forward.
- Responsible for contract administration and compliance related to Granite United Way service contracts to agencies who utilize the 2-1-1 NH Resource Database
- Support database users to retrieve information from the database.

Information and Referral Specialist

May 2016 – December 2018

211NH – Granite United Way

- Provided individual support to clients
- Connected people to resources in their area that would benefit them
- Central intake for NH Homeless Hotline
- Central intake for HomeHelp NH (foreclosure relief)
- Provided technical and operational support to the Resource Database Manager
- Trained overnight and on call staff
- Works to complete update surveys for both 211 and ServiceLink
- Makes corrections/additions/deletions to database as requested

Information and Referral Specialist

February 2014 – May 2016

Independent Contractor for 211NH – Granite United Way

- Provided overnight on-call and holiday coverage, for homeless clients
- Worked as a case worker to find shelter options for individuals and families
- Booked hotels and arranged transportation when shelter was not available
- Help clients locate substance misuse treatment in the state of New Hampshire
- Intake for foreclosure relief

Resource Specialist

February 2013 – May 2015

Volunteer - 211NH – Granite United Way

- Provided technical and operational support to the Resource Database Manager
- Helped to keep resources accurate and up to date
- Researched and contacted service providers on behalf of Resource Manager to update information
- Kept staff Information and Referral staff updated on any changes made

Resume for Erica R. Marden

Address: 86 Main Street, Apt. 3, Pittsfield, NH 03263

Phone: (603) 848-6561

Email: erica.marden@gmail.com

CURRENT EMPLOYMENT:

January 2019

211 New Hampshire

Manchester NH

Senior Information and Referral Specialist

Providing information and referral services to individuals contacting 211NH for information and resources in the community. Responsible to help oversee the other I&R Specialists when needed or Director is out of the office. Updating and maintaining the resource databases for both 211NH and ServiceLink Resource Center. Provide 211 representation at community outreach events and service delivery meetings as needed.

Responsibilities includes answer income phone calls to provide I&R services including intake, assessment and referral. Assess the callers needs and level of crisis intervention required. Provide advocacy for inquiries when needed by interacting with clients and agencies in resolving problems and providing information. Researching new resource information for inclusion in the resource databases and updating existing resources listed.

PAST WORK EXPERIENCE:

June 2002 to December 2018

Granite State Independent Living

Concord NH

Information and Referral Specialist

Providing information and referral services to individuals contacting GSIL for information and resources in the community. Providing up to date resources and information regarding people with disabilities, aging adults and general public. Prescreening for potential eligibility of GSIL's services and initiating the intake process called "Request for Services". Sending out GSIL information and resources in the community via mail or emails upon request.

Maintaining and updating database of community resources and services. Created and maintain library of resources electronically on internal Intranet available to GSIL staff to provide to consumers. Organizing publications and brochures of community resources regarding organizations and services available. Researching and updating publications with revised versions whenever available.

Outreach and presentations provided to the general public and community organizations providing services to people with disabilities and aging adults in NH. Managing information tables at wellness fairs and other exhibits pertaining to people with disabilities and aging adults in NH. Networking with other service providers in the community and educating about GSIL's services.

January 2017 to June 2017 **Granite State Independent Living** **Concord NH**
Money Follows the Person - Housing Specialist

Provided resources and information regarding housing options in the community to assist individuals in nursing facilities to transition back into the community. Assisted case managers, social workers and other providers with housing search and application processes for clients transitioning back into the community. Status updates of housing applications and process with property management companies and potential landlords for MFP clients.

As the MFP program ended in NH, training webinars were created and conducted to community partners regarding housing options to assist transitioning their clients back into the community. Training included information and resources regarding housing options and housing related resources in NH for nursing facility transitions. Created resource guide regarding housing options and housing related resources to provide to community partners.

February 2009 to 2012 **Granite State Independent Living** **Concord NH**
Information Referral Services Assistant I

Provided information and referral services and performing receptionist responsibilities at front desk. Front desk responsibilities included answering phones, attending to the public, handling incoming and outgoing mail. Assisted staff with computers, fax machine, copiers, printers and other equipment. Participating and assisting staff with data entry.

June 2002 to November 2006 **Granite State Independent Living** **Concord NH**
NH Phone Link Specialist

Managed New Hampshire's Telecommunication Equipment Distribution Program "NH Phone Link". Program provided funding for adapted telephones to those who have difficulties using a standard phone due to disability or medical conditions. Determined eligibility for applicants. Sending out applications and brochures regarding the NH Phone Link Program. Provided technical support and training to assist to applicants to find a phone for their specific needs. Assistance was provided over the phone or in person as needed.

TRAINING AND CERTIFICATES

May 2003 **Information and Referral Workshop** **Worcester MA**
Workshop and Training

Attended workshop provided by Alliance on Information & Referral Systems for professionals in Information and Referral field to help them give out accurate and up to date information. Training provided information and strategies to help with difficult situations and consumers. Testing available for people to become certified in the Information and Referral field issued by AIRS.

January 2004 to January 2006; June 2007 to June 2009; October 2010 to October 2018
Certified Information and Referral Specialist

Issued by Alliance of Information and Referral Systems; Obtained certificate of verification of successful completion of AIRS training and passed testing for Information & Referral professionals. Maintained certificate for several years through AIRS. Became one of the first to obtain a certification through AIRS in New Hampshire.

October 2018 to Current

Community Resource Specialist

Issued by Alliance of Information and Referral Systems; Obtained certificate of verification of successful completion of AIRS training and passed testing for Information & Referral professionals. Maintained certificate for several years through AIRS. Became one of the first to obtain a certification through AIRS in New Hampshire.

EDUCATION:

1995-1998 <i>High School Diploma</i> Honor Roll Student with a credited high school. Home schooled	International Correspondence School	Pittsfield NH
March 2000 <i>Introduction to Microsoft Outlook and Microsoft Word Part II</i> Division of Personnel. Department of Administrative Services	Bureau of Education and Training	Concord NH
April 2000 – December 2000 <i>College Class</i> Composition English 101. A- Average	NH Technical Institute	Concord NH

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Erica Marden	Resource Database Specialist	\$38,005	100%	\$38,005
Angel Joslin	Resource Database Manager	\$43,000	5%	\$2,150
Joe Frappiea	Senior Director, 211NH	\$56,000	0%	\$0



Jeffrey A. Meyers
Commissioner

Deborah D. Scheetz
Director

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

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

June 3, 2019

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to exercise a renewal option and amend an existing contract with Granite United Way, (Vendor # 160015-B001), 22 Concord Street, Floor 2 Manchester NH 03101, to provide system support administration for the Refer 7 database utilized by the Department and its contractors and citizens of New Hampshire to provide information and referral services, by increasing the price limitation by \$69,616 from \$139,232 to \$208,848 and by extending the completion date from June 30, 2019 to June 30, 2020, effective July 1, 2019 upon Governor and Executive Council approval. 54% Federal Funds, 46% General Funds.

This agreement was originally approved by the Governor and Executive Council on June 21, 2017. (Item #17).

Funds are anticipated to be available in the following account(s) for State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAL SERVICE GRANTS

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

05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK

See Attached Fiscal Details

HP
MAC

EXPLANATION

The purpose of this request is to continue providing system support administration for the Refer 7 database that is used by the Department and its contractors and citizens of New Hampshire for information and referral services.

As referenced in the Exhibit C-1 of this Contract, this competitively procured agreement provides the Department with the option to extend contracted services for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Contractor will update and maintain information in the database in accordance with the National Alliance for Information and Referral Standards. The Contractor will also ensure the information in the database reflects the full range of Medicaid long-term services and supports available, which will enable citizens of New Hampshire to have accurate and reliable information. 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 Contractor will provide system support administration to the Department, the New Hampshire ServiceLink Contractors and other users identified by the Department.

The Refer 7 Database is a searchable web-based resource available to the citizens of New Hampshire, which provides information about 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, 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.

The Department and the New Hampshire ServiceLink Contractors use the Refer 7 database to provide and monitor Information, Referral and Options Counseling services to citizens in New Hampshire in accordance with the Alliance for Information and Referral Services (AIRS). The AIRS Resource Database standards require information and referral service providers to develop, maintain, use and disseminate an accurate resource database that contains information regarding available community resources including details on the services they provide and the conditions under which services are available.

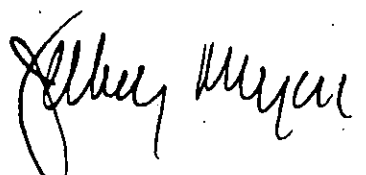
Should the Governor and Executive Council not authorize this request, New Hampshire citizens may not be able to access accurate, consistent, comprehensive and unbiased information on the full range of long-term services and supports available to all populations and income levels. Additionally, it is likely the Department's approach to serving its customers through No Wrong Door will be delayed. Training of additional Department staff and other contractors to utilize the Refer 7 database to better serve clients will also be delayed.

Area served: Statewide

Source of Funds: 46% General Funds and 54% Federal Funds from the US Department of Health and Human Services, Centers for Medicare and Medicaid, Administration for Children and Families and Administration for Community Living.

Should Federal Funds become no longer available; General Funds will not be requested for this project.

Respectfully submitted



Jeffrey A. Meyers
Commissioner

Fiscal Details for REFER 7

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS**

SFY	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	570-500928	Family Caregiver	48130316	\$21,001	\$0	\$21,001
2019	570-500928	Family Caregiver	48130316	\$21,001	\$0	\$21,001
2020	570-500928	Family Caregiver	48130316	\$0	\$21,001	\$21,001
			<i>SubTotal</i>	<i>\$42,002</i>	<i>\$21,001</i>	<i>\$63,003</i>

**05-95-48-481010-8925 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, MEDICAL SERVICE GRANTS**

SFY	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500731	Contracts for Program Services	48130461	\$4,007	\$0	\$4,007
2019	102-500731	Contracts for Program Services	48130461	\$4,007	\$0	\$4,007
2020	102-500731	Contracts for Program Services	48130461	\$0	\$4,007	\$4,007
			<i>SubTotal</i>	<i>\$8,014</i>	<i>\$4,007</i>	<i>\$12,021</i>

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

SFY	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	545-500387	I & R Contracts	48130205	\$10,295	\$0	\$10,295
2019	545-500387	I & R Contracts	48130205	\$10,295	\$0	\$10,295
2020	545-500387	I & R Contracts	48130205	\$0	\$10,295	\$10,295
			<i>SubTotal</i>	<i>\$20,590</i>	<i>\$10,295</i>	<i>\$30,885</i>

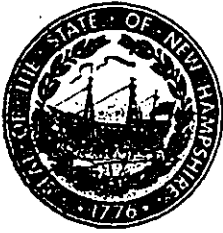
Fiscal Details for REFER 7

**05-95-48-481010-9565 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SERVICELINK**

SFY	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2018	102-500734	Social Services Contracts	48130291	\$24,018	\$0	\$24,018
2019	102-500734	Social Services Contracts	48130291	\$24,018	\$0	\$24,018
2020	102-500734	Social Services Contracts	48130291	\$0	\$24,018	\$24,018
2018	102-500734	Social Services Contracts	48130280	\$10,295	\$0	\$10,295
2019	102-500734	Social Services Contracts	48130280	\$10,295	\$0	\$10,295
2020	102-500734	Social Services Contracts	48130280	\$0	\$10,295	\$10,295
			Sub Total	\$68,626	\$34,313	\$102,939
			Total	\$139,232	\$69,616	\$208,848

SUMMARYTOTALS

SFY	Class Title	Current Budget	Increased (Decreased) Amount	Revised Modified Budget
2018		\$69,616	\$0	\$69,616
2019		\$69,616	\$0	\$69,616
2020		\$0	\$69,616	\$69,616
	Total	\$139,232	\$69,616	\$208,848



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Denis Goulet
Commissioner

June 5, 2019

Jeffrey A. Meyers
Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Granite United Way, (Vendor # 160015) as described below and referenced as DoIT No. 2017-068A.

Granite United Way will continue to provide the services of a System Support Administrator for the DHHS Refer 7 Information and Referral database. This database is a searchable, web-based resource that is available to the citizens of NH and provides information about the names of agencies providing long term services and supports in the community, the specific types of services offered and the conditions under which those services are available.

This amendment increases the contract price by \$69,616 from \$139,232 to \$208,848 and extends the contract end date from June 30, 2019 to June 30, 2020, effective upon Governor and Council approval through June 30, 2020.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/ik
2017-068A

cc: Bruce Smith, IT Manager

**New Hampshire Department of Health and Human Services
Refer 7 Database System Support Administrator**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Refer 7 Database System Support Administrator**

This 1st Amendment to the Refer 7 Database System Support Administrator contract (hereinafter referred to as "Amendment #1") dated this 25th day of March, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Granite United Way, (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 22 Concord Street, Floor 2, Manchester, NH 03101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, (Item #17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$208,848.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9631.
5. Exhibit A, Scope of Services, Section 1. Provisions Applicable to All Services, Subsection 1.3. to read:
 - 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 biennium.



New Hampshire Department of Health and Human Services
Refer 7 Database System Support Administrator

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

May 30, 2019
Date

Deborah D. Scheetz
~~Melissa Hatfield~~ Deborah D. Scheetz
Director

Granite United Way

May 29, 2019
Date

Patrick M. Tufts
Name: PATRICK M. TUFTS
Title: PRESIDENT & CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, county of Hillsborough on May 29th, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Kathleen A. Scanlon Executive Assistant - office Manager
Name and Title of Notary or Justice of the Peace

My Commission Expires: June 24, 2020

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

New Hampshire Department of Health and Human Services
Refer 7 Database System Support Administrator



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

OFFICE OF THE ATTORNEY GENERAL

6/14/19
Date

Jill Rubin
Name: Jill Rubin
Title: Senior ASST Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

me

17 mac



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES

Jeffrey A. Meyers
Commissioner

Maureen Ryan
Director

129 PLEASANT STREET, CONCORD, NH 03301
803-271-9546 1-800-832-3345 Ext. 9546
Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 19, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, to enter into an agreement with Granite United Way (Vendor # 160015-B001), to provide system support Administration for the Refer 7 database that is used by the Department and its contractors and citizens of New Hampshire to provide information and referral services, in an amount not to exceed \$139,232, effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later, through June 30, 2019. 46 % General Funds, 54% Federal Funds.

Funds are anticipated to be available in State Fiscal Years 2018 and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust amounts within the budgets and encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

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
2018	570-500928	Family Care Giver	48130316	\$21,001
2019	570-500928	Family Care Giver	48130316	\$21,001
			Sub Total	\$42,002

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
2018	102-500731	Contracts for Prog Svc	48130461	\$4,007
2019	102-500731	Contracts for Prog Svc	48130461	\$4,007
			Sub Total	\$8,014

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
2018	545-500387	Information & Referral Contracts	48130205	\$10,295
2019	545-500387	Information & Referral Contracts	48130205	\$10,295
			Sub Total	\$20,590

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
2018	102-500734	Contracts for Prog Svc	48130291	\$24,018
2019	102-500734	Contracts for Prog Svc	48130291	\$24,018
			Sub Total	\$48,036

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
2018	102-500734	Contracts for Prog Svc	48130205	\$10,295
2019	102-500734	Contracts for Prog Svc	48130205	10,295
			Sub Total	\$20,590

EXPLANATION

Approval of this Request will allow the Contractor to provide the services of a System Support Administrator for the Departments Refer 7 Information and Referral database. The Contractor will provide system support administration to the Department, the New Hampshire ServiceLink Contractors and other users identified by the Department. The Contractor will ensure that the information in the database is updated and maintained in accordance with the National Alliance for Information and Referral Standards, and that information reflects the full range of Medicaid long term services and supports enabling citizens of New Hampshire to have accurate and reliable information. 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, 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.

The Department and the New Hampshire ServiceLink Contractors use the Refer 7 database as a tool to provide and monitor Information, Referral and Options Counseling services to citizens in New Hampshire in accordance with the Alliance for Information and Referral Services (AIRS). The AIRS Resource Database standards require that the information and referral service providers develop, maintain, use and disseminate an accurate, up-to-date resource database that contains information about available community resources including details about the services they provide and the conditions under which services are available.

This Contract was competitively bid. The Department published a Request for Applications for Refer 7 Database System Support Administrator (RFA-2018-OHS-01-REFER) on the Department of Health and Human Services website from March 13, 2017 through April 13, 2017. One (1) application was received in response to the Request for Proposals. The application was evaluated based upon the criteria published in the Request for Applications by a team of individuals with program specific knowledge and expertise. Granite United Way was selected. The bid summary is attached.

As referenced in the Request for Proposals and in Exhibit C-1 of this Contract, this competitively procured Agreement has the option to be extended for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

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

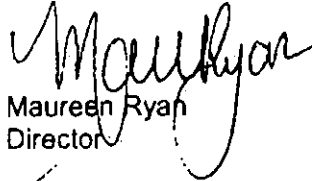
Should the Governor and Executive Council not authorize this request, New Hampshire citizens who directly benefit and utilize the Refer7 database resources may not be able to access accurate, consistent, comprehensive and unbiased information on the full range of long term services and supports targeted 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.

Area served: Statewide

Source of Funds: 46% General Funds and 54% Federal Funds from the United States Department of Health and Human Services, Centers for Medicare and Medicaid, Administration for Children and Families, and Administration for Community Living.

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

Respectfully submitted,



Maureen Ryan
Director

Approved by 
Jeffrey A. Meyers
Commissioner



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

Refer 7 Database System Support
Administrator

RFA Name

RFA-2018-OHS-01-REFER

RFA Number

Reviewer Names

Bidder Name

1. Granite United Way

Pass/Fail	Maximum Points	Actual Points
	150	125

1. Wendi Aultman, Administrator I
DEAS, DHHS
2. Karol Derman, Program Specialist
IV, DEAS
3. Christina Shepard, Prog Spclst IV,
BEAS, DHHS



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/doi

Denis Goulet
Commissioner

May 26, 2017

Jeffrey A. Meyers
Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Granite United Way, (Vendor # 160015) as described below and referenced as DoIT No. 2017-068.

Granite United Way will provide the services of a System Support Administrator for the DHHS Refer 7 Information and Referral database. This database is a searchable, web-based resource that is available to the citizens of NH and provides information about the names of agencies providing long term services and supports in the community, the specific types of services offered and the conditions under which those services are available. Granite United Way will ensure the database is updated and maintained in accordance with the National Alliance for Information and Referral Standards and that the information reflects the full range of Medicaid long term services and supports for citizens of NH.

The price limitation for this contract is \$139,232 and is effective upon Governor and Council approval through June 30, 2019.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a long horizontal flourish extending to the right.

Denis Goulet

DG/ik
2017-068

cc: Bruce Smith, IT Manager

Subject: Refer 7 Database System Support Administrator (RFA-2018-OHS-01-REFER-01)

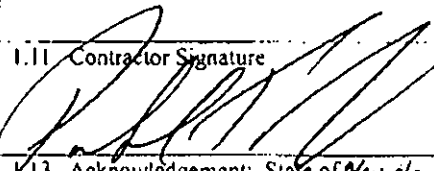
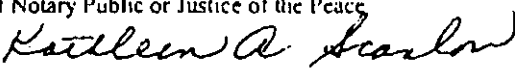
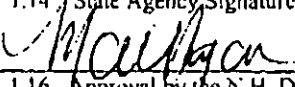
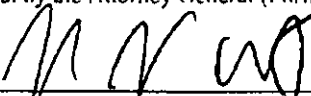
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
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 x111	1.6 Account Number 05-95-48-481010-95650000; 102-500731; 102-500734; 545-500387; 570-500928	1.7 Completion Date June ³⁰ 30 , 2017 (PT)	1.8 Price Limitation \$139,232.
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Patrick Lips, President	
1.13 Acknowledgement: State of New Hampshire County of Hillsborough On <u>May 18, 2017</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 or Justice of the Peace Kathleen A. Scanlon, Executive Assistant - Office Mgr.			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan 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) (if applicable) By:  On: 6/5/17			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

Subject: Refer 7 Database System Support Administrator (REA-2018-OHS-01-REFER-01)

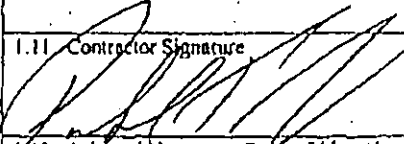
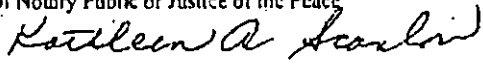
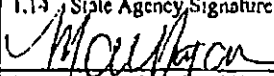
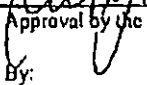
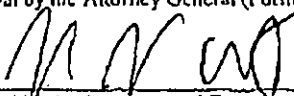
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<p>1.5 Contractor Phone Number 603.625.6939 x111</p>	<p>1.6 Account Number (PT) 05-95-481010-76720000-570-509928 05-95-481010-89250000-102-500731 05-95-481010-92550000-102-500734 05-95-481010-95850000-102-500734</p>	<p>1.7 Completion Date June 30, 2019 (PT)</p>	<p>1.8 Price Limitation \$139,232.</p>
<p>1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq., Interim Director</p>		<p>1.10 State Agency Telephone Number 603-271-9246</p>	
<p>1.11 Contractor Signature </p>		<p>1.12 Name and Title of Contractor Signatory Patrick Hayes, President</p>	
<p>1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>July 18, 2017</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.</p>			
<p>1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)</p>			
<p>1.13.2 Name and Title of Notary or Justice of the Peace Kathleen A. Scanlon, Executive Assistant - Office Mgr.</p>			
<p>1.14 State Agency Signature  Date: <u>6/23/17</u></p>		<p>1.15 Name and Title of State Agency Signatory Maureen Ryan Director</p>	
<p>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On:</p>			
<p>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/5/17</u></p>			
<p>1.18 Approval by the Governor and Executive Council (if applicable) By: On:</p>			

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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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. Provisions Applicable to All Services

- 1.1. The Contractor shall 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.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019.
- 1.4. Business Day is defined as the days Monday through Friday.

2. Scope of Services

- 2.1. The Contractor shall provide statewide System Support Administration (from herein after referred to as "Support" for the Department's web-based Refer 7 Database (from herein after referred to as "Database") as follows:
 - 2.1.1. Provide Support in accordance to the Alliance for Information and Referral (AIRS) Resource Database standards, federal and state laws, rules and policies.
 - 2.1.2. Agrees that the database is owned by the Department.
 - 2.1.3. Provide customer support to Users of the database defined as and for the purpose of:
 - 2.1.3.1. Citizens (the public) that search the database for 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.
 - 2.1.3.2. Department staff, contractors and other parties or agencies identified by the Department that:

PT

5-18-17



- a. Document calls/contacts, demographics options counseling activity, contact and client follow up activities, case notes, person centered action plans
 - b. Track and monitor performance activities of Users
 - c. Track client records
 - d. Generate adhoc and preprogrammed Refer 7 reports.
- 2.1.3.3. Department's Refer 7 System Support Administrator that carries out the purposes of this Agreement.
- 2.1.4. Provide customer support to Users of the database as follows:
- 2.1.4.1. Provide toll-free, telephone customer support for thirty-seven and half (37.5) hours per week, Monday through Friday between the hours of 9:00 am to 4:30 pm.
 - 2.1.4.2. Have a staff person be available to answer telephone calls and respond to User help questions during the hours in Section 2.1.4.1.
 - 2.1.4.3. Provide the opportunity for Users to leave voice messages or emails with their help questions twenty-four hours a day and seven days a week. Respond to voice messages and emails within one (1) business day.
 - 2.1.4.4. Provide customer support to ensure Users have access to and use the system as described in Section 2.1.3.
- 2.1.5. Have the ability to communicate with Users based on agreed preferences of Users and Contractor such as but not limited to email, web-based meetings, conference calls, Ensure that Users have access to accurate and timely information about the full range long term services and supports based on their individual needs and preferences as follows:
- 2.1.5.1. Update and Maintain on a daily basis and according to the database's preprogramed updating and maintenance requirements and to the Alliance for Information and Referral standards (AIRS), information in the database so the database reflects the most recent and accurate information about services offered by human service agencies in New Hampshire by:
 - a. Confirming accuracy and the completeness of information that currently resides in the database.
 - b. Establishing contact with new agencies and obtaining detailed information about their program according to the AIRS Standards.



- c. Obtaining information according to AIRS Standards on organizations that provide long term support services.
 - d. Ensure the information available in the database reflects the full range of long term support services and choices available through New Hampshire Medicaid program.
 - e. Coordinating final database inclusion/exclusion decisions in the Refer 7 Manual and informing the service provider.
 - f. Entering the agency information into the Refer 7 database within two weeks from receiving said information from the agency.
- 2.1.6. Update the database's User policies, User training manuals, and User tip sheets with language provided by the Department.
- 2.1.7. Complete quarterly assessments using an assessment tool approved by the Department to identify problem areas Users may have with the database and to determine the information and skills needed by existing and new Users.
- 2.1.8. Report to the Department by the first of August, November, February, and May the results of the assessment in Section 2.1.7.
- 2.1.9. Provide up to eleven (11) hours of consultation services per State Fiscal Year with one of the Department's ServiceLink Contractors staff, as approved by the Department to:
- 2.1.9.1. Assist at in person or web based trainings as needed by the Contractor.
 - 2.1.9.2. Assist with the development of training documents, learning tools and resources for the Users.
 - 2.1.9.3. Recommend improvements to the development and implementation of the User training in maintaining information in the database
- 2.1.10. Provide quarterly training and materials to all Users using curricula and course content based on the AIRS standards, No Wrong Door, and that addresses results of the assessments in Section 2.1.7 and is approved by the Department. At a minimum the training shall include:
- 2.1.10.1. Agenda
 - 2.1.10.2. Materials in manual format related to the training topic
 - 2.1.10.3. Training evaluations approved by the Department that measure the Users' satisfaction with using all the



functions of the data base such as but not limited to being able to enter, retrieve and review data, and run database reports with no further assistance.

- 2.1.11. Provide for Department approval the dates, times and locations of the training in Section 2.1.10.
- 2.1.12. Update train the trainer Manual as approved by the Department to support training sessions for new users and needs for existing users;
- 2.1.13. Convene and facilitate quarterly User workgroups to identify system and User problems and provide recommended solutions to the Department. The Contractor shall include members as approved by the Department.
- 2.1.14. Create reports and mailing lists from the data in the database, as requested by the Department.
- 2.1.15. Manage and assure proper User accessibility according to the Department's database User roles and policies.
- 2.1.16. Email updates to the Users two days before modifications take place to the database system that effect how Users access and use the database system and enter, and search for data.
- 2.1.17. Complete within thirty (30) days from the contract effect date the required training by the Department on the Refer 7 database.

3. Quality Assurance

- 3.1. The Contractor shall monitor the quality of the data in accordance with the AIRS standards, entered into the system by Users by:
 - 3.1.1. Reviewing monthly, the data entered into the database by running preprogrammed Refer 7 activity reports.
 - 3.1.2. Reviewing that the data entered was in accordance to Refer 7 user policies and procedures and all fields had proper documentation according to AIRS.
 - 3.1.3. Reporting to the Department within five business days when the quality of the data does not meet AIRS standards and recommending methods to improve that data meets the AIRS standards.
 - 3.1.4. Recommending to the Department improvements to existing Refer7 policies, procedures forms, and training manual to ensure that data meets the AIRS Standards.
- 3.2. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements.

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3.3. The Contractor shall ensure the Department is provided with access that includes but is not limited to:

- 3.3.1. Data
- 3.3.2. Financial Records
- 3.3.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
- 3.3.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
- 3.3.5. Scheduled phone access to Contractor principals and staff
- 3.3.6. Timely unscheduled phone response by Contractor principals and staff.

4. Staffing

- 4.1. The Contractor shall provide qualified staff, approved by the Department, to provide the scope of work.
- 4.2. The Contractor shall ensure that the minimum staff qualifications are as follows:
 - 4.2.1. Education: Bachelor's degree is preferred, or an Associate's degree, which the field of study in either degree aligns with the qualifications and interpersonal skills in Sections 4.2.5 and 4.2.6 respectively.
 - 4.2.2. At least two years experience with:
 - 4.2.2.1. Information, referral and assistance and resource database experience
 - 4.2.2.2. Developing and providing training.
 - 4.2.2.3. Non-profit and human service delivery preferred.
 - 4.2.3. License/Certification: Valid Driver's license and/or transportations with liability coverage as required by state laws for frequent travel throughout the state.
 - 4.2.4. CRS Certified Referral Specialist (CRS) Certification, within nine (6) months of the contract effective date.
 - 4.2.5. Preferred Qualifications:
 - 4.2.5.1. Proficient in Microsoft Office Suite (Word, Excel, PowerPoint, and Outlook);
 - 4.2.5.2. Excellent writing and computer skills;
 - 4.2.5.3. Possess a set of skills including, but not limited to, conflict resolution, change management, process



- improvement, innovation and awareness of the need to carefully manage scarce resources;
- 4.2.5.4. Ability to work with diverse populations and in a team environment;
 - 4.2.5.5. Commitment to excellent customer service;
 - 4.2.5.6. Strong organizational skills;
 - 4.2.5.7. Strong verbal communication skills; and
- 4.2.6. Interpersonal skills: The ideal candidate demonstrates the following competencies—depending upon level of experience and seasoning:
- 4.2.6.1. Character: Follows the standards of behavior; displays honesty and integrity in every action and decision; is driven to achieve; is reflective and seeks authentic feedback; and is known as a continuous learner.
 - 4.2.6.2. Team Skills: Good listener; is cooperative and participative; is respectful in all interactions; builds trusting relationships with others; understand the impact of his or her actions on others; and manages conflict effectively.
 - 4.2.6.3. Functional Skills: Follows organizational policies and standards; has effective technology skills; seeks to understand the business model and key messages; adopts best practices; and aligns personal work to assure effective outcomes.
 - 4.2.6.4. Interpersonal Skills: Considerate of others; has effective verbal and written skills; responds to requests in a timely manner; is a proactive problem solver; understands the interconnectivity of organizational work; and practices a consultative approach in interactions with others internally and externally.
 - 4.2.6.5. Ability to work independently under the oversight and direction of Department as well as communicate effectively with the Department's Contractors, staff, and community providers.

5. Criminal Background Check and BEAS State Registry Checks

- 5.1. The Contractor shall complete a Bureau of Elderly Adult Services State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals

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receiving services, before the staff member or volunteer begins providing services.

- 5.2. The Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

6. Data and System Security

- 6.1. The Contractor shall sign and comply at a minimum with the State of New Hampshire, Office of Information Technology Computer Use Agreement and the Refer 7 System User Confidentiality Agreement.
- 6.2. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.
- 6.3. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.
- 6.4. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 6.5. The Contractor will sign and comply with any and all system access policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system. This will be completed prior to system access being authorized, and on a regular basis as requested by DHHS.
- 6.6. The Contractor will maintain proper security and privacy controls on its systems according to applicable federal, state, and local regulations and aligned with industry standards and best practices including but not limited to CMS Federal regulations, HIPAA/HITECH, RSA 359c. Ensure the safe and secure management of vulnerabilities through recurring practice of identifying, classifying, remediating, and mitigating threats.
- 6.7. The Contractor shall develop, maintain, and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
- 6.8. The Contractor will provide to DHHS on an annual basis a written attestation of HIPAA compliance, which will demonstrate proper policy, procedure, and technical operational security and privacy controls,



policies, and procedures are in place and maintained within their organization and any applicable sub-contractors. Upon delivery of the report by the vendor, the vendor will immediately engage NH DHHS and schedule within 15 business days, a collaborative review of the written HIPAA attestation report.

- 6.9. The Contractor will provide to DHHS a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing DHHS data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The Contractor is required to produce at the time of destruction and provide upon request documented certification of data destruction.
- 6.10. When using third party service providers, if allowed by NH DHHS, to create, collect, access, transmit, or store State of NH data, additional documentation may be required by the Contractor. The Contractor also agrees to be responsible and ensure all security and privacy standards are upheld by any third party service provider in accordance to the agreement, federal, state, and local regulations.
- 6.11. The Contractor will ensure all training materials, historical, current, or future, will not disclose, contain, and free or any confidential information.
- 6.12. DHHS may from time to time audit the security mechanisms the vendor maintains to safeguard access to the State of NH information, systems and electronic communications. Audits may include examination of systems security, associated administrative practices, and requests for additional documentation in support and compliance of the agreement and or any contract entered into with DHHS.

7. Performance Measures

7.1. The Contract agrees to the following:

- 7.1.1. Users will report 100% satisfaction in their evaluations with the database training they received
- 7.1.2. 100% of the updates and new information received from agencies is entered into the database within two weeks from receiving the information.
- 7.1.3. 100% of the time respond to customer support voice messages and emails within one (1) business day.



- 7.1.4. Provide verification to the Department that the Support Administrator has obtained, if not already, Certified Refer Specialist through AIRS within nine (9) months of the contract effective date.

8. Reporting

- 8.1. The Contractor shall provide to the Department a work plan within ninety (90) days from the contract effective date that includes at a minimum:
- 8.1.1. The contract activities, timelines for completion, and who will complete those activities.
- 8.2. The Contractor shall provide a monthly a Scope of Services and Deliverable report based on the work plan in Section 8.1 within ten (10) days after month end that includes at a minimum:
- 8.2.1. All contract activities completed, who completed the activities, and time worked on those activities.
 - 8.2.2. All contract activities planned for the next month, who will complete those activities and the estimated amount of time to complete those activities.
- 8.3. The Contractor shall provide monthly to the Department within ten (10) days after month end the following:
- 8.3.1. Schedule of Trainings
 - 8.3.2. Content of Trainings
 - 8.3.3. Updated policies, training manuals, tip sheets and forms
 - 8.3.4. Summary of the training evaluations
 - 8.3.5. Member list, meeting agenda and meeting notes from the workgroup.
 - 8.3.6. Updates to staffing providing the services, including their qualifications
 - 8.3.7. Customer Support by tracking the dates and times of calls/emails received, the nature of the help question, and the dates, times, and responses to the Users.
- 8.4. The Contractor shall provide by the 15th of each month for the previous month a report showing the date, all agency site and service profiles and fields added to or updated in the Database.



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 Contract is funded with federal funds made available under the following Catalog of Federal Domestic Assistance (CFDA) #'s, for the provision of services pursuant to Exhibit A, Scope of Services:
 - Federal Agency Department of Health and Human Services, Medicaid (CFDA #93.778)
 - Federal Agency Department of Health and Human Services, Administration for Children & Families, Social Services Block Grant (CFDA #93.667)
 - Federal Agency Department of Health and Human Services, Administration for Community Living, Family Caregiver Support Title III E (CFDA #93.052)
 - Federal Agency Department of Health and Human Services, Centers for Medicare & Medicaid Services, State Health Insurance Assistance Program (CFDA #93.324)
- 2.1. The Contractor agrees to provide the services in Exhibit A, Scope of Services, in compliance with the funding requirements.
3. The hourly reimbursement rate for the provision of services shall be \$35.50 per hour inclusive of all allowable expenses, including travel for up to thirty-seven and half (37.5) hours per week and for up to an additional eleven (11) hours per state fiscal year for consultation and training. The contractor shall be paid only the total number of hours actually worked.
 - 3.1. Allowable expenses may include salaries and benefits of program staff, meeting expenses, travel for program and training purposes, education materials, professional development, postage, supplies, rent, consultants, equipment, software and telephone.
 - 3.2. The Contractor will keep records of their activities related to Department programs and services.
4. The Contractor will submit monthly invoices that include the dates worked, number of hours worked, the name of the staff(s) person who worked and description of the activities completed.
5. 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.



Exhibit B

The invoice must be submitted to:
Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

6. 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.
7. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.



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 EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO 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.

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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. The Division reserves the right to renew the Contract for up to one additional year, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

[Handwritten Signature]
Date 5-15-97

New Hampshire Department of Health and Human Services
Exhibit D



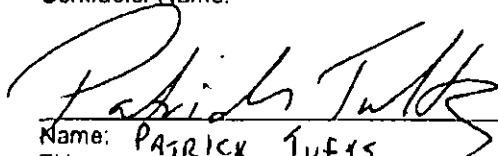
has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

Contractor Name:


Name: PATRICK TUFFIS
Title: PRESIDENT/CEO

5-18-17
Date



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

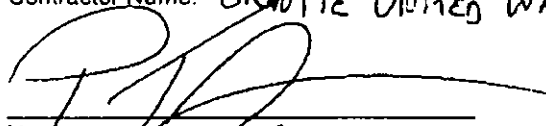
The undersigned certifies, to the best of his or her knowledge and belief, that:

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.

5-18-17
Date

Contractor Name: GRANITE UNITED WAY


Name: PATRICK TUFTS
Title: PRESIDENT



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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Date 5-18-17



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

5-18-17
Date

Contractor Name: PHLOA
PATRICK TUFTS
Name: _____
Title: President



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

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

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


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

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

Exhibit G

Contractor Initials

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


5-18-17

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

5-18-17
Date

Contractor Name:

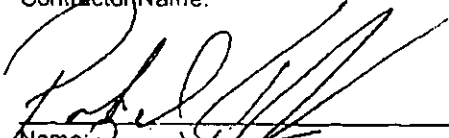

Name: Patrick Turpis
Title: President

Exhibit G

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

Contractor Initials PT



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.

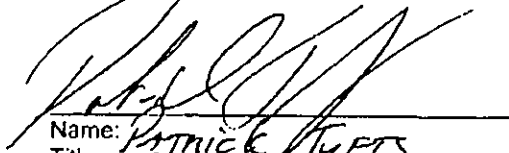
The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

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:

5-18-17

Date


Name: PATRICK TUFTS
Title: President

Contractor Initials

Date

PT
5-18-17



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.

3/2014

Contractor Initials

PH

Date 5.18.17



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.

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

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



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

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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.

3/2014

Contractor Initials

PS

Date

5-18-17



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health & Human Services
The State

Maureen Ryan
Signature of Authorized Representative

Maureen Ryan
Name of Authorized Representative

Director
Title of Authorized Representative

5/23/17
Date

GRANITE UNITED WAY
Name of the Contractor

[Signature]
Signature of Authorized Representative

PATRICK TUFTS
Name of Authorized Representative

PRESIDENT
Title of Authorized Representative

5-18-17
Date

PT

5-18-17



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.

5-18-17
Date

Contractor Name: Patrick Tufts
PATRICK TUFTS
Name: Patrick Tufts
Title: President



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: 1564894990
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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