



Jeffrey A. Meyers
Commissioner

Christine L. Santaniello
Director

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 5, 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 Economic and Housing Stability, to enter into a **sole source** agreement with Granite United Way (Vendor # 202684-B001) 22 Concord Street, Manchester, NH 03105, to operate a hotline for those experiencing housing instability in an amount not to exceed \$200,000, effective upon Governor and Executive Council approval, through June 30, 2021. 100% General Funds.

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

05-95-90-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF ECONOMIC AND HOUSING STABILITY, BUREAU OF HOUSING STABILITY, HOUSING – SHELTER PROGRAM

State Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	TBD	\$100,000
2021	102-500731	Contracts for Prog Svc	TBD	\$100,000
			Total	\$200,000

EXPLANATION

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

The purpose of this request is to provide a twenty-four (24) hour, seven (7) day a week hotline in order to provide information and referral services to individuals and/or families who are homeless, individuals and/or families who are at risk of homelessness, and to any other caller seeking information about available homeless and housing services in NH.

Approximately 10,000 individuals will be served from July 1, 2019 through June 30, 2020.

During normal business hours, which are Monday through Friday from 8 am to 7 pm, Information and Referral Specialists will conduct a brief assessment of need, and provide immediate referrals to appropriate housing services. During non-business hours, on-call operators will take calls for emergency shelter. All other callers with non-urgent needs will be called back the following business day. In the case of an emergency shelter need, the on-call operator will locate a shelter bed and arrange transportation to the shelter. If there are no shelter beds available, 211 NH will arrange an emergency hotel stay for the individual and/or family until the next business day.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

- Wait times do not exceed two (2) minutes for eighty percent (80%) of the calls received.
- Callers will be given a Satisfaction Survey at least eighty percent (80%) of the time with a minimum satisfaction rate of seventy percent (70%).

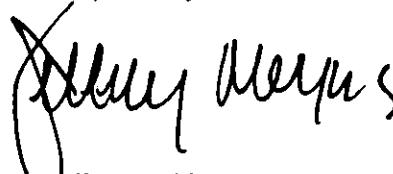
As referenced in the Exhibit C-1, Revisions to Standard Contract Language, Section 2, of this contract, the Department has the option to extend contract services for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not authorize this request, individuals and families experiencing homelessness or housing instability will not have a centralized information and referral service to call in order to receive timely referrals to housing resources. Having a centralized call center provides easy access to information and referrals 24 hours per day, 7 days per week, which means that individuals or families seeking shelter or housing services can access referrals at the time of their crisis.

Area served: Statewide.

Source of Funds: 100% General Funds

Respectfully submitted,

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

Jeffrey A. Meyers
Commissioner

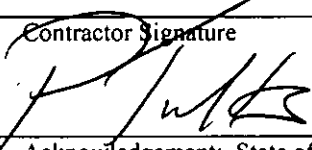
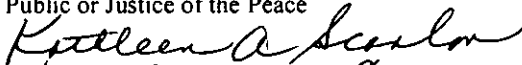
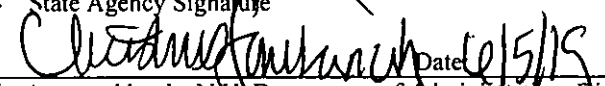
Subject: Homeless Hotline (SS-2020-BHS-07-HOMEL)

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, 2nd Floor PO Box 211 Manchester, NH 03105	
1.5 Contractor Phone Number 603-625-6939	1.6 Account Number 05-095-042-423010-79270000-102	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$200,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PATRICK M. TUFTS PRESIDENT & CEO	
1.13 Acknowledgement: State of _____, County of _____ On <u>June 3, 2019</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 <div style="text-align: center;">  [Seal] <u>Hillsborough County, NH</u> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>KATHLEEN A. SCANLON, Executive Assistant & OFFICE MANAGER</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Christine Santamello, Director, OCHS</u>	
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: <u>Joe M. Egan</u> On: <u>6/6/2019</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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. For the purposes of this Agreement, the Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.300.

2. Scope of Services

- 2.1. The Contractor shall operate a Homeless Hotline through 211 NH, twenty-four (24) hours a day, seven (7) days a week.
- 2.2. The Contractor shall provide information and referral services through the Homeless Hotline to homeless persons, persons who are at risk of homelessness, and to any other caller seeking information about available homeless services in New Hampshire.
- 2.3. The Contractor shall ensure that, during normal business hours, which are Monday through Friday from 8 am to 7 pm, Information and Referral Specialists:
 - 2.3.1. Receive calls to the Homeless Hotline.
 - 2.3.2. Conduct a brief assessment of need.
 - 2.3.3. Provide immediate referrals to appropriate homeless services which may include, but are not limited to:
 - 2.3.3.1. Referral to local community welfare office or coordinated access provider
 - 2.3.3.2. Placement into a homeless shelter, if space is available.
 - 2.3.3.3. Transportation to a shelter when other options have been exhausted.
 - 2.3.4. Log the de-identified aggregate details of calls including, but not limited to:
 - 2.3.4.1. Demographics.
 - 2.3.4.2. Reason for call.
 - 2.3.4.3. Referrals provided.

- 2.4. The Contractor shall ensure that during non-business hours, on-call operators:

Granite United Way

Exhibit A

Contractor Initials

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Exhibit A

- 2.4.1. Assist callers with emergency shelter needs including, but not limited to:
 - 2.4.1.1. Locating a shelter bed.
 - 2.4.1.2. Arranging transportation to the shelter.
 - 2.4.1.3. Arranging an emergency hotel stay until the next business day, if there are no shelter beds available.
- 2.4.2. Record the name and phone number of all callers with non-urgent needs, to be called back the following business day by Information and Referral Specialists.
- 2.5. The Contractor shall ensure that Information and Referral Specialists return non-urgent calls that were taken during non-business hours.
- 2.6. The Contractor shall ensure all Information and Referral Specialists are provided with training that includes, but is not limited to:
 - 2.6.1. Data capturing policies and procedures.
 - 2.6.2. Providing compassionate support.
 - 2.6.3. On-the-job training.
- 2.7. The Contractor shall create a brief Satisfaction Survey, to be approved by the Department, which will be provided to callers at least eighty (80%) of the time.

3. Reporting

- 3.1. The Contractor shall provide a report within thirty (30) days of the end of each quarter which includes, but is not limited to de-identified, aggregate data for:
 - 3.1.1. Number of calls received.
 - 3.1.2. Demographics.
 - 3.1.3. Reason for calls and percentage per call reason.
 - 3.1.4. Number of referrals provided, including multiple referrals on the same call.
 - 3.1.5. Responses to satisfaction surveys.
 - 3.1.6. Hold times.
 - 3.1.7. Number of dropped calls.

4. Performances Measures

- 4.1. The Contractor shall ensure wait times do not exceed five (5) minutes for eighty percent (80%) of the calls received.
- 4.2. The Contractor shall ensure that at least ninety percent (90%) of callers are referred to appropriate housing services.
- 4.3. The Contractor shall ensure that at least ninety percent (90%) of overnight callers receive follow up services the next business day.

PO

6/3/2019



5. Deliverables

- 5.1. The Contractor shall assist approximately ten thousand (10,000) callers with concerns related to homelessness and housing instability.



Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with general funds.
3. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
4. Payment for said services shall be made monthly as follows:
 - 4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1, Budget and Exhibit B-2, Budget.
 - 4.2. The Contractor shall submit an invoice for all project costs, including for the final reimbursement request, by the tenth (10th) day of each month, for the previous month, along with a payment request form and any other documentation required by the Department.
 - 4.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
 - 4.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
5. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to housingsupportsinvoices@dhhs.nh.gov, or invoices may be mailed to:

Bureau of Housing Supports
Department of Health and Human Services
Division of Economic and Housing Stability
105 Pleasant St.
Concord, NH 03301
7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
9. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related



Exhibit B

budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

New Hampshire Department of Health and Human Services

Contractor Name: Granite United Way

Budget Request for: Homeless Hotline

Budget Period: 8FY20 (7/1/19-6/30/20)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 66,943.88	\$ -	\$ 66,943.88				\$ 66,943.88	\$ -	\$ 66,943.88
2. Employee Benefits	\$ 18,056.12	\$ -	\$ 18,056.12				\$ 18,056.12	\$ -	\$ 18,056.12
3. Consultants	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Transporting homeless to shelter; providing hotel room as last resort if no shelter space is available.	\$ 15,000.00	\$ -	\$ 15,000.00				\$ 15,000.00	\$ -	\$ 15,000.00
TOTAL	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00
Indirect As A Percent of Direct 0.0%									

New Hampshire Department of Health and Human Services

Contractor Name: Granite United Way

Budget Request for: Homeless Hotline

Budget Period: 8FY21 (7/1/20-6/30/21)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 66,943.88	\$ -	\$ 66,943.88				\$66,943.88	\$ -	\$ 66,943.88
2. Employee Benefits	\$ 18,056.12	\$ -	\$ 18,056.12				\$18,056.12	\$ -	\$ 18,056.12
3. Consultants	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
4. Equipment:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Rental	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Repair and Maintenance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Purchase/Depreciation	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
5. Supplies:	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Educational	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Lab	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Pharmacy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Medical	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Office	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
6. Travel	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
7. Occupancy	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
8. Current Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Postage	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Subscriptions	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Audit and Legal	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Insurance	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Board Expenses	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
9. Software	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
10. Marketing/Communications	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
11. Staff Education and Training	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
12. Subcontracts/Agreements	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
13. Other (specific details mandatory):	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
Transporting homeless to shelter; providing hotel room as last resort if no shelter space is available.	\$ 15,000.00	\$ -	\$ 15,000.00				\$ 15,000.00	\$ -	\$ 15,000.00
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -				\$ -	\$ -	\$ -
TOTAL	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00

Indirect As A Percent of Direct

0.0%



SPECIAL PROVISIONS

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

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

New Hampshire Department of Health and Human Services
Exhibit C



- 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.

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4/3/2019

New Hampshire Department of Health and Human Services
Exhibit C



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



- 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.

20. Contract Definitions:

- 20.1. **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.
- 20.2. **DEPARTMENT:** NH Department of Health and Human Services.
- 20.3. **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 and/or goods to be provided 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.
- 20.4. **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.
- 20.5. **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 time to time.
- 20.6. **SUPPLANTING OTHER FEDERAL FUNDS:** Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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6/3/2019



REVISIONS TO STANDARD CONTRACT LANGUAGE

1. Revisions to Form P-37, General Provisions

1.1. Section 4, 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.

1.2. Section 10, 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.

2. Renewal

- 2.1. The Department reserves the right to extend this agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

AS

6/3/2019



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D




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

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

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

Vendor Name:

JUNE 3, 2019
Date


Name: PATRICK H. TUFTS
Title: PRESIDENT & CEO

Vendor Initials PT
Date 6/3/2019



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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


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

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

Vendor Name:

June 3, 2019

Date


Name: PATRICK M. TUFTS
Title: PRESIDENT & CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS


11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name:

June 3, 2019
Date


Name: PATRICK M. TUFTS
Title: President & CEO



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

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

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

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

Vendor Initials

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name:

June 3, 2019

Date



Name: PATRICK H. TUFTS
Title: PRESIDENT & CEO

Exhibit G

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

Vendor Initials





CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name:

June 3, 2019
Date

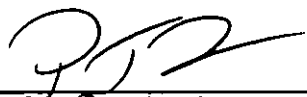

Name: PATRICK M. TUFTS
Title: President & CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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.

[Signature]



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

The State

Christine Santaniello
Signature of Authorized Representative

Christine Santaniello
Name of Authorized Representative

Director, DHS
Title of Authorized Representative

6/5/19
Date

GRANITE UNITED WAY

Name of the Vendor

PT
Signature of Authorized Representative

PATRICK M. TUFTS
Name of Authorized Representative

PRESIDENT & CEO
Title of Authorized Representative

JUNE 3, 2019
Date



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

The Vendor 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 Vendor 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.

Vendor Name:

June 3, 2019
Date


Name: PATRICK M. TRAFTS
Title: President & CEO


6/3/2019

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The DUNS number for your entity is: 156484990
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

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

Exhibit K

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



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



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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6/3/2019



- 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

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: 0004512325



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of May A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on MAY 16, 2019
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 30 day of JUNE 2019.
(Date Contract Signed)

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

Sean Owen
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 3rd day of June, 2019.

By SEAN OWEN
(Name of Elected Officer of the Agency)

Kathleen D. Sculion
(Notary Public/Justice of the Peace)

(NOTARY SEAL)
Commission Expires: June 24, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2019

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

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

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

COVERAGES

CERTIFICATE NUMBER: 19-20 all lines

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZHV900337107	1/1/2019	1/1/2020	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 type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ZHV900337107	1/1/2019	1/1/2020	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			UHV9003210-08	1/1/2019	1/1/2020	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 <input checked="" type="checkbox"/> N	N/A	3A States: NH WIV8996802-08	1/1/2019	1/1/2020	<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

NH Department of Health and Human Service Brown Building, 129 Pleasant Street Concord, NH 03301-3857	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 Basil Makris/BCM <i>Basil Makris</i>
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LIVE UNITED

MISSION STATEMENT

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

Granite United Way

Merrimack County
46 South Main Street
Concord, NH 03301
603.224.2595

Southern Region
22 Concord Street
Manchester, NH 03101
603.625.6939

North Country
P.O. Box 311
Littleton, NH 03561
603.444.1555

Northern Region
961 Main Street
Berlin, NH 03570
603.752.3343

Upper Valley
21 Technology Drive
W. Lebanon, NH 03784
603.298.8499

Central Region
383 South Main St.
Laconia, NH 03246
603.737.1121

White Village
258 Highland Street
Plymouth, NH 03264
603.536.3720

Carroll County United
448A White Mt. Highway
Tamworth, NH 03886
603.323.8139

GRANITE UNITED WAY

FINANCIAL REPORT

MARCH 31, 2018

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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, 2018, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Page 1

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Granite United Way as of March 31, 2018, 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 July 10, 2018 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 the Granite United Way March 31, 2017 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated August 17, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended March 31, 2017 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Nathan Diechler & Company

Concord, New Hampshire
July 10, 2018

GRANITE UNITED WAY

STATEMENT OF FINANCIAL POSITION

March 31, 2018 with comparative totals as of March 31, 2017

ASSETS	2018				2017
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Total
CURRENT ASSETS					
Cash	\$ 632,093	\$ 55,629	\$ -	\$ 687,722	\$ 727,600
Prepaid and reimbursable expenses	36,828	-	-	36,828	53,027
Investments	460,554	-	-	460,554	465,149
Accounts and rent receivable	14,323	-	-	14,323	11,021
Contributions and grants receivable, net of allowance for uncollectible contributions 2018 \$481,267; 2017 \$525,727	-	3,619,219	-	3,619,219	3,796,908
<i>Total current assets</i>	<i>1,143,798</i>	<i>3,674,848</i>	<i>-</i>	<i>4,818,646</i>	<i>5,053,705</i>
OTHER ASSETS					
Property and equipment, net	1,287,863	-	-	1,287,863	1,028,071
Investments - endowment	10,311	53,442	142,652	206,405	155,875
Beneficial interest in assets held by others	-	1,782,840	-	1,782,840	1,691,022
<i>Total other assets</i>	<i>1,298,174</i>	<i>1,836,282</i>	<i>142,652</i>	<i>3,277,108</i>	<i>2,874,968</i>
<i>Total assets</i>	<i>\$ 2,441,972</i>	<i>\$ 5,511,130</i>	<i>\$ 142,652</i>	<i>\$ 8,095,754</i>	<i>\$ 7,928,673</i>
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
ALLOCATED ANNUAL CAMPAIGN SUPPORT DESIGNATED FOR FUTURE PERIODS					
Future allocations payable	\$ 1,888,376	\$ -	\$ -	\$ 1,888,376	\$ 1,958,135
Donor-designations payable	420,955	1,159,651	-	1,580,606	1,484,417
	2,309,331	1,159,651	-	3,468,982	3,442,552
Current maturities of long-term debt	12,718	-	-	12,718	12,190
Funds held for others	23,795	-	-	23,795	29,420
Accounts payable	87,962	27,613	-	115,575	68,556
Accrued expenses	130,522	-	-	130,522	106,537
Deferred revenue - designation fees	48,450	-	-	48,450	44,246
<i>Total current liabilities</i>	<i>2,612,778</i>	<i>1,187,264</i>	<i>-</i>	<i>3,800,042</i>	<i>3,703,501</i>
LONG-TERM DEBT, less current maturities	<i>215,245</i>	<i>-</i>	<i>-</i>	<i>215,245</i>	<i>227,230</i>
<i>Total liabilities</i>	<i>2,828,023</i>	<i>1,187,264</i>	<i>-</i>	<i>4,015,287</i>	<i>3,930,731</i>
COMMITMENTS (See Notes)					
NET ASSETS (DEFICIT):					
Unrestricted	(1,445,951)	-	-	(1,445,951)	(1,554,608)
Unrestricted, invested in property and equipment	1,059,900	-	-	1,059,900	788,651
<i>Total unrestricted net deficit</i>	<i>(386,051)</i>	<i>-</i>	<i>-</i>	<i>(386,051)</i>	<i>(765,957)</i>
Temporarily restricted	-	4,323,866	-	4,323,866	4,663,502
Permanently restricted	-	-	142,652	142,652	100,397
<i>Total net assets (deficit)</i>	<i>(386,051)</i>	<i>4,323,866</i>	<i>142,652</i>	<i>4,080,467</i>	<i>3,997,942</i>
<i>Total liabilities and net assets</i>	<i>\$ 2,441,972</i>	<i>\$ 5,511,130</i>	<i>\$ 142,652</i>	<i>\$ 8,095,754</i>	<i>\$ 7,928,673</i>

GRANITE UNITED WAY

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year ended March 31, 2018 with comparative totals for the year ended March 31, 2017

	2018				2017
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Total
Support and revenues:					
Campaign revenue:					
Total contributions pledged	\$ -	\$ 7,372,676	\$ 42,255	\$ 7,414,931	\$ 7,208,239
Less donor designations	-	(2,190,178)	-	(2,190,178)	(2,033,443)
Less provision for uncollectible pledges	-	(298,907)	-	(298,907)	(288,453)
Add prior years' excess provision for uncollectible pledges taken into income in current year	144,147	-	-	144,147	89,820
<i>Net campaign revenue</i>	144,147	4,883,591	42,255	5,069,993	4,976,163
Support:					
Grant revenue	-	1,246,852	-	1,246,852	1,108,898
Sponsors and other contributions	-	487,941	-	487,941	677,938
In-kind contributions	104,564	-	-	104,564	40,899
<i>Total support</i>	248,711	6,618,384	42,255	6,909,350	6,803,898
Other revenue:					
Rental income	87,535	-	-	87,535	87,603
Administrative fees	58,479	-	-	58,479	60,566
Miscellaneous income	569	-	-	569	3,023
Returned grants	86,667	-	-	86,667	33,575
<i>Total support and revenues</i>	481,961	6,618,384	42,255	7,142,600	6,988,665
Net assets released from restrictions:					
For satisfaction of time restrictions	4,832,648	(4,832,648)	-	-	-
For satisfaction of program restrictions	2,224,946	(2,224,946)	-	-	-
	7,539,555	(439,210)	42,255	7,142,600	6,988,665
Expenses:					
Program services	5,694,902	-	-	5,694,902	5,754,597
Support services:					
Management and general	586,313	-	-	586,313	550,755
Fundraising	959,177	-	-	959,177	948,140
<i>Total expenses</i>	7,240,392	-	-	7,240,392	7,253,492
<i>Increase (decrease) in net assets before other activities</i>	299,163	(439,210)	42,255	(97,792)	(264,827)
Other activities:					
Increase in value of beneficial interest in trusts, net of fees 2018 \$11,787; 2017 \$11,529	-	91,818	-	91,818	103,621
Realized and unrealized gains (losses) on investments	(10,911)	5,234	-	(5,677)	(3,297)
Gain on sale of property and equipment	-	-	-	-	22,433
Investment income	91,654	2,522	-	94,176	97,762
<i>Total other activities</i>	80,743	99,574	-	180,317	220,519
<i>Net increase (decrease) in net assets</i>	379,906	(339,636)	42,255	82,525	(44,308)
Net assets (deficit), beginning of year	(765,957)	4,663,502	100,397	3,997,942	4,042,250
<i>Net assets (deficit), end of year</i>	\$ (386,051)	\$ 4,323,866	\$ 142,652	\$ 4,080,467	\$ 3,997,942

GRANITE UNITED WAY

STATEMENT OF FUNCTIONAL EXPENSES

Year ended March 31, 2018 with comparative totals for the year ended March 31, 2017

	2018				2017
	Program services	Management and general	Fundraising	Total	Total
Salaries and wages	\$ 1,614,602	\$ 383,526	\$ 598,530	\$ 2,596,658	\$ 2,705,027
Employee fringe benefits	232,016	55,112	86,008	373,136	303,752
Payroll taxes	107,280	25,483	39,769	172,532	177,095
Employer 403(b) contribution	52,804	12,543	19,574	84,921	77,526
<i>Total salaries and related benefits</i>	<i>2,006,702</i>	<i>476,664</i>	<i>743,881</i>	<i>3,227,247</i>	<i>3,263,400</i>
Community Impact Grants to agencies	1,959,583	-	-	1,959,583	2,005,635
Grant expenses-Public Health Network	616,159	-	-	616,159	482,131
Other program services (See Note 12)	256,717	-	-	256,717	282,959
Occupancy	110,675	26,289	41,027	177,991	159,939
211 expenses	109,223	-	-	109,223	113,823
Telephone, communications and technology	64,119	15,230	23,768	103,117	103,442
United Way Worldwide dues	49,636	11,790	18,400	79,826	77,912
Safe Station expenses	78,244	-	-	78,244	191,490
Publications, printing and campaign expenses	29,450	-	44,176	73,626	74,285
Professional services	42,631	10,126	15,803	68,560	52,152
In-kind expenses	80,386	9,442	14,736	104,564	40,899
STEAM Ahead expenses	62,109	-	-	62,109	38,897
Conferences, training and meetings	26,184	6,220	9,707	42,111	26,936
Supplies and office expense	25,051	5,951	9,287	40,289	43,784
Insurance	22,601	5,369	8,378	36,348	35,593
Travel	17,638	4,190	6,538	28,366	28,882
Miscellaneous	12,183	2,894	4,516	19,593	23,151
Volunteer Income Tax Assistance expenses	18,908	-	-	18,908	27,234
Special events	14,413	265	414	15,092	23,643
Postage	8,892	2,112	3,296	14,300	15,917
Other dues and awards	6,839	1,625	2,536	11,000	8,698
Community impact expenses	3,972	-	-	3,972	8,151
Investment fees	1,291	306	478	2,075	2,184
<i>Total expenses before interest and depreciation</i>	<i>5,623,606</i>	<i>578,473</i>	<i>946,941</i>	<i>7,149,020</i>	<i>7,156,137</i>
Interest expense	8,930	982	1,533	11,445	11,044
Depreciation	62,366	6,858	10,703	79,927	86,311
<i>Total functional expenses</i>	<i>\$ 5,694,902</i>	<i>\$ 586,313</i>	<i>\$ 959,177</i>	<i>\$ 7,240,392</i>	<i>\$ 7,253,492</i>

GRANITE UNITED WAY

STATEMENTS OF CASH FLOWS

Years Ended March 31, 2018 and 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from donors	\$ 7,858,294	\$ 7,150,826
Cash received from grantors	1,246,852	1,108,898
Administrative fees	62,683	57,469
Other cash received	171,469	120,026
Cash received from trusts	72,436	74,157
Designations paid	(2,093,989)	(1,659,064)
Net cash (paid) received for funds held for others	(5,625)	460
Cash paid to agencies	(1,961,835)	(2,271,239)
Cash paid to suppliers, employees, and others	(5,010,079)	(5,099,556)
<i>Net cash provided by (used in) operating activities</i>	<u>340,206</u>	<u>(518,023)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of property and equipment	-	363,739
Purchase of property and equipment	(339,718)	(43,102)
Proceeds from sale of investments	13,345	10,152
Purchase of investments	(42,255)	-
<i>Net cash provided by (used in) investing activities</i>	<u>(368,628)</u>	<u>330,789</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments of long-term debt	<u>(11,456)</u>	<u>(11,282)</u>
<i>Net decrease in cash</i>	<u>(39,878)</u>	<u>(198,516)</u>
Cash, beginning of year	<u>727,600</u>	<u>926,116</u>
<i>Cash, end of year</i>	<u>\$ 687,722</u>	<u>\$ 727,600</u>

GRANITE UNITED WAY

STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended March 31, 2018 and 2017

	2018	2017
RECONCILIATION OF INCREASE (DECREASE) IN NET ASSETS TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES		
Increase (decrease) in net assets	\$ 82,525	\$ (44,308)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by (used in) operating activities:		
Realized and unrealized loss on investments	5,677	3,297
Gain on sale of property and equipment	-	(22,433)
Reinvested interest and dividends	(22,706)	(23,133)
Depreciation	79,927	86,311
Prior years' excess provision for uncollectible pledges	(144,147)	(89,820)
Increase in accounts and rent receivable	(3,302)	(4,175)
(Increase) decrease in prepaid and reimbursable expenses	16,199	(14,782)
(Increase) decrease in contributions receivable	321,836	(33,234)
Increase in value of beneficial interest in assets held by others	(91,818)	(103,621)
Increase (decrease) in allocated annual campaign	26,430	(304,888)
Increase (decrease) in funds held for others	(5,625)	460
Increase in accounts payable	47,021	49,600
Increase (decrease) in accrued expenses	23,985	(14,199)
Increase (decrease) in deferred revenue	4,204	(3,098)
<i>Net cash provided by (used in) operating activities</i>	<u>\$ 340,206</u>	<u>\$ (518,023)</u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Cash payments for:

Interest expense	\$ 11,445	\$ 11,044
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GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Note 1. Nature of Activities

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

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

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

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

March 31,	2018	2017
Community Impact Awards to partner agencies	\$ 1,959,583	\$ 2,005,635
Donor designated gifts to Health and Human Service agencies	2,190,178	1,672,420
Granite United Way Program services	3,735,319	3,748,962
<i>Total</i>	<u>\$ 7,885,080</u>	<u>\$ 7,427,017</u>

Note 2. Summary of Significant Accounting Policies

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

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

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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, 2018 and 2017.

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

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

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

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

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

Contributions receivable: Campaign pledge contributions are generally paid within one year. The United Way provides an allowance for uncollectible pledges at the time campaign results are recorded. Provisions for uncollectible pledges have been recorded in the amount of \$298,907 and \$288,453 for the campaign years ended March 31, 2018 and 2017, respectively. The provision for uncollectible pledges was calculated at 4.5% of the total pledges for both years ended March 31, 2018 and 2017.

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.

Deferred revenue: The United Way charged a 10% administrative fee on the State Campaign designations for both years ended March 31, 2018 and 2017. The United Way charged 5% on most other designations for both of the years ended March 31, 2018 and 2017.

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GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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

Donated goods and services: Contributed services are recognized when the services received would typically need to be purchased if they had not been provided by donation or require specialized skills and are provided by individuals possessing those skills. Various types of in-kind support, including services, call center space, gift certificates, materials and other items, amounting to \$104,564 and \$40,899 have been reflected at fair value in the financial statements for the years ended March 31, 2018 and 2017, respectively.

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

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

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

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

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

Concentrations of credit risk: Financial instruments which potentially subject the United Way to concentrations of credit risk, consist primarily of contributions receivable, substantially all of which are from individuals, businesses, or not-for-profit organizations. Concentrations of credit risk are limited due to the large number of donors comprising the United Way's donor base. As a result, at March 31, 2018, 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, 2018, there was approximately \$312,500 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.

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GRANITE UNITED WAY

NOTES TO 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 2015.

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.

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>

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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, 2017:

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

	Beneficial interest in assets held by others
<i>Balance, April 1, 2016</i>	\$ 1,587,401
Total unrealized gains, net of fees, included in changes in temporarily restricted net assets	103,621
<i>Balance, March 31, 2017</i>	<u>\$ 1,691,022</u>
Total unrealized gains, net of fees, included in changes in temporarily restricted net assets	91,818
<i>Balance, March 31, 2018</i>	<u>\$ 1,782,840</u>
Amount of unrealized gains, net of fees, attributable to change in unrealized gains relating to assets still held at the reporting date included in the statement of activities and changes in net assets	<u>\$ 91,818</u>

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, 2018 and 2017.

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.

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Note 4. Property and Equipment

Property and equipment, at cost, at March 31,	2018	2017
Land, buildings and building improvements	\$ 1,403,441	\$ 1,078,962
Leasehold improvements	5,061	5,061
Furniture and equipment	437,854	422,614
<i>Total property and equipment</i>	1,846,356	1,506,637
Less accumulated depreciation	(558,493)	(478,566)
<i>Total property and equipment, net</i>	<u>\$ 1,287,863</u>	<u>\$ 1,028,071</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 \$68,060 and \$69,677 from the agency endowed funds during the years ended March 31, 2018 and 2017, respectively.

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

The distributions are approximately 4.0% 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 \$4,376 and \$4,480 from the designated funds during the year ended March 31, 2018 and 2017, respectively. The market value of these fund's assets amounted to approximately \$114,600 and \$109,000 as of March 31, 2018 and 2017, respectively.

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Note 6. Long-term Debt

Long-term debt at March 31,	2018	2017
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, 2018). Due in monthly installments of principal and interest of \$1,837 through December, 2031. Collateralized by the United Way's building located in Plymouth, NH.	\$ 227,963	\$ 239,420
Less portion payable within one year	12,718	12,190
<i>Total long-term debt</i>	<u>\$ 215,245</u>	<u>\$ 227,230</u>

The scheduled maturities of long-term debt at March 31, 2018 were as follows:

<u>Year Ending March 31,</u>	
2019	\$ 12,718
2020	13,269
2021	13,844
2022	14,444
2023	15,070
Thereafter	158,618
<i>Total</i>	<u>\$ 227,963</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% (5.00% as of March 31, 2018) and is secured by all assets of the United Way. At March 31, 2018, there were no amounts outstanding on this line-of-credit agreement.

Note 7. Funds Held for Others

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

<u>March 31,</u>	2018	2017
Concord Multicultural Project Fund	\$ 15,814	\$ 17,256
Working Bridges Loans	3,190	4,642
Mayor's Prayer Breakfast	2,872	2,625
Get Moving Manchester	1,674	1,248
Better Together	245	214
Friendship Bench	-	3,435
<i>Total</i>	<u>\$ 23,795</u>	<u>\$ 29,420</u>

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Note 8. Endowment Funds and Net Assets

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

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

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

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

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

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

In accordance with UPMIFA, the United Way considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the United Way, and (7) the investment policies of the United Way.

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

(continued on next page)

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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, 2018 is as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	\$ -	\$ 53,442	\$ 142,652	\$ 196,094
Board-designated endowment funds	10,311	-	-	10,311
	<u>\$ 10,311</u>	<u>\$ 53,442</u>	<u>\$ 142,652</u>	<u>\$ 206,405</u>

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

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, March 31, 2017	\$ 9,792	\$ 45,686	\$ 100,397	\$ 155,875
Contributions	-	-	42,255	42,255
Investment return:				
Investment income	169	2,522	-	2,691
Net appreciation (realized and unrealized)	350	5,234	-	5,584
Total investment return	519	7,756	-	8,275
Endowment net assets, March 31, 2018	<u>\$ 10,311</u>	<u>\$ 53,442</u>	<u>\$ 142,652</u>	<u>\$ 206,405</u>

(continued on next page)

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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

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

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

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

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

March 31,	2018	2017
General operations	\$ 57,185	\$ 14,930
Youth programs	11,467	11,467
General operations of Whole Village	74,000	74,000
<i>Total permanently restricted net assets</i>	<u>\$ 142,652</u>	<u>\$ 100,397</u>

(continued on next page)

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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

March 31,	2018	2017
Contributions receivable related to campaigns	\$ 3,450,040	\$ 3,463,393
Designations payable to other agencies and United Ways	(1,159,651)	(1,109,265)
CDFA contributions receivable and funds for the Bridge House and Whole Village Family Resource Center upgrades	-	267,822
Public Health Network services	155,441	161,508
Working Bridges	20,768	37,215
West Side Reads	19,413	-
Other programs	1,573	2,980
STEAM Ahead	-	62,109
Safe Station	-	24,510
Concord Cold Weather Shelter	-	16,522
Agency endowed funds at the New Hampshire Charitable Foundation	1,782,840	1,691,022
Portion of perpetual endowment funds subject to time restriction under UPMIFA	53,442	45,686
<i>Total temporarily restricted net assets</i>	\$ 4,323,866	\$ 4,663,502

Note 9. 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, 2018 and 2017, the United Way contributed \$84,921 and \$77,526, respectively, to employees participating in the plan.

Note 10. Lease Commitments

During the year ended March 31, 2017, the United Way entered into an operating lease agreement for a three year term commencing November 1, 2016 through October 31, 2019 for an office space in Concord, New Hampshire. The lease required monthly payments of \$3,080 through October 31, 2017.

During the year ended March 31, 2018, the lease was amended with the term ending September 1, 2017, at which time the lease was terminated.

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.

(continued on next page)

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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 \$5,733 through June 30, 2018. 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 requires monthly payments of \$425 through January 14, 2019.

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 requires monthly payments of \$1,425 through August 31, 2018. The rent will then be increased by 3% annually on each anniversary date of the lease.

Total rent expense for these leases amounted to approximately \$143,000 and \$63,000 for the years ended March 31, 2018 and 2017, respectively.

The United Way leases a copy machine under the terms of an operating lease. The monthly lease payment amount is \$170. The lease expense amounted to \$2,045 and \$2,036 for the years ended March 31, 2018 and 2017, respectively.

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

<u>Year ending March, 31</u>	<u>Total</u>
2019	\$ 123,022
2020	114,416
2021	117,852
2022	37,026
<i>Total</i>	<u>\$ 392,316</u>

Note 11. 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, 2018 and 2017, the rental income amounted to \$87,535 and \$87,603, respectively. The United Way also provides space at no charge to one tenant in the Plymouth, New Hampshire building for affordable childcare services in support of its mission to provide services, support and resources to develop strong families, confident parents and healthy children.

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Note 12. Other Program Services

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

Year ending March 31,	2018	2017
Whole Village Family Resource Center	\$ 118,730	\$ 115,240
AmeriCorps Planning Grant	48,792	20,913
West Side Reads	30,587	-
Other program services	19,031	14,584
Concord Cold Weather Shelter	18,304	49,558
Housing Action NH	10,000	-
Bring It Program	6,273	25,293
F.I.R.S.T	5,000	-
Carroll County United	-	10,035
Financial Stability Program	-	86
Northern NH direct client services	-	2,250
Service Learning Partnership	-	45,000
<i>Total</i>	<u>\$ 256,717</u>	<u>\$ 282,959</u>

Note 13. 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 \$79,826 and \$77,912 for the years ended March 31, 2018 and 2017, respectively.

Note 14. Reclassification

Certain reclassifications have been made to prior year amounts to confirm to the current year presentation. Such reclassifications have had no effect on net assets as previously reported.

Note 15. Subsequent Events

The United Way has evaluated subsequent events through July 10, 2018, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. There were no subsequent events that would require disclosure in financial statements for the year ended March 31, 2018.

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
MERRIMACK COUNTY REGION
Year Ended March 31, 2018

	Community Impact Awards
Blueberry Express Day Care	\$ 35,000
Boys and Girls Clubs of Central New Hampshire	32,000
Child and Family Services of New Hampshire	30,000
Circle Program	2,000
Community Action Program	9,500
Concord Coalition to End Homelessness	20,000
Concord Family YMCA:	
Child Development Center	32,500
Kydstop-Camp	12,500
Health First Family Care Center	10,000
Merrimack Valley Day Care	95,000
New Hampshire Bar Association Pro Bono Referral Program	18,000
NH Legal Assistance	60,000
Penacook Community Center	18,079
Riverbend Community Mental Health	25,000
Second Start:	
Adult Education	7,000
First Start Children's Center and Second Start Alternative High School	16,000
The Friends Program:	
Emerging Housing	29,000
Foster Grandparents	18,000
The Mayhew Program	12,500
The Pittsfield Youth Workshop	33,000
	<u>\$ 515,079</u>
	<u>Emerging Opportunity Grants</u>
Adverse Childhood Experiences Training	\$ 5,097
Boys and Girls Club of Central New Hampshire	25,000
Merrimack Valley Day Care	5,000
	<u>\$ 35,097</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, 2018

	Community Impact Awards
Affordable Housing, Education and Development, Inc.	\$ 782
Boys and Girls Club of the North Country	10,000
Child and Family Services of New Hampshire	5,000
Community Action Program	1,750
Copper Cannon Camp	6,000
Grafton County Senior Citizens:	
Access to Services to Improve Financial Capacity	6,500
Access to Enriching Environments for Older Adults	3,500
RSVP Bone Builders	5,997
ServiceLink of Grafton County	3,200
NH Legal Assistance	5,000
Northern Human Services	5,000
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	\$ 52,729
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	Emerging Opportunity Grants
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Affordable Housing Education and Development	\$ 2,500
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GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
UPPER VALLEY REGION
Year Ended March 31, 2018

	Community Impact Awards
Alice Peck Day	\$ 10,000
Child and Family Services of New Hampshire:	
Behavioral Health	15,000
Safe Visitation Program	20,000
Child Care Center in Norwich	5,000
Copper Cannon Camp	1,000
Cover Home Repair	16,500
Creative Lives	9,500
Dismas of Vermont	3,000
Global Campuses Foundation	5,000
Good Beginnings, Inc.	1,500
Good Neighbor Health Clinic/Red Logan Dental Clinic	17,000
Grafton County Senior Citizens Council	7,241
Green Mountain Children's Center	10,000
Hartford Community Restorative Justice Center	9,300
Headrest, Inc.	4,705
HIV/HCV Resource Center	3,500
Maple Leaf Children's Center, Inc.	3,000
NH Legal Assistance	2,000
Ottauquechee Health Foundation, Inc.	13,761
Safeline, Inc.	3,500
Second Wind Foundation:	
Turning Point Recovery Center	5,000
Willow Grove	8,000
Special Needs Support Center of the Upper Valley	5,000
Springfield Family Center	8,000
Southeastern Vermont Community Action	20,000

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, 2018

	Community Impact Awards (Continued)
The Children's Center of the Upper Valley	\$ 15,590
The Family Place	10,000
The Mayhew Program	4,000
TLC Family Resource Center	5,000
Twin Pines Housing Trust:	12,500
Upper Valley Haven:	
Health/Community Services Program	12,500
Education/Shelter Services	16,000
Upper Valley Trails Alliance	1,000
Valley Court Diversion Program	8,000
Visions for Creative Housing Solutions	2,862
West Central Behavioral Health	20,000
Willing Hands - Feeding Hungry Neighbors	10,000
Windham and Windsor Housing Trust	6,500
Windsor County Partners:	
Lunch Program	1,000
Partners Always Lend Support Program	3,000
Windsor Hospital Corporation	8,000
WISE:	
Crisis and Advocacy Program	15,000
Emergency Shelter and Housing	5,500
Prevention and Education Program	7,500
Zack's Place Vermont	2,500
	<u>\$ 372,959</u>
	Emerging Opportunity Grants
Southeastern Vermont Community Action Program	\$ 1,500
Springfield Supported Housing	2,000
Special Needs Support Center	4,000
Upper Valley Haven	10,000
Vital Communities	2,500
	<u>\$ 20,000</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
SOUTHERN REGION
Year Ended March 31, 2018

	Community Impact Awards
Boys and Girls Club of Manchester	\$ 15,000
Child and Family Services of New Hampshire	10,000
City Year New Hampshire	23,000
Easter Seals New Hampshire, Inc.	39,328
Girls Incorporated of New Hampshire	20,000
Greater Derry Community Health	11,500
Manchester Community Health Center	29,500
Manchester Community Resource Center, Inc.	17,290
Manchester Neighborhood Health Improvement Strategy	470,000
NeighborWorks Southern New Hampshire	20,000
New Hampshire Bar Association Pro Bono Referral Program	10,001
Rockingham Nutrition and Meals on Wheels Program	20,000
St. Joseph Community Services, Inc.	30,000
The Upper Room, A Family Resource Center	
Adolescent Wellness Program	20,000
Greater Derry Juvenile Diversion Program	20,000
	<u>\$ 755,619</u>
	Emerging Opportunity Grants
Families in Transition	<u>\$ 25,000</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
NORTHERN REGION
Year Ended March 31, 2018

	Community Impact Awards
Coos County Family Health Services, Inc.	\$ 4,000
Copper Cannon Camp	2,500
Harvest Christian Fellowship:	
Community Café	4,500
Feeding Hope Food Pantry	4,500
Helping Hands North, Inc.	4,000
North Conway Community Center	2,500
Northern Human Services	5,000
Family Resource Center	3,000
Tri-County Community Action Program	
Tyler Blain House	2,500
RSVP Program	2,500
Senior Meals of Coos County	2,500
ServiceLink	2,500
	<u>\$ 40,000</u>
	Emerging Opportunity Grants
Helping Hands North, Inc.	<u>\$ 300</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
CENTRAL REGION
Year Ended March 31, 2018

	Community Impact Awards
Boys and Girls Clubs of Central New Hampshire	\$ 6,000
Circle Program	5,250
Community Action Program Belknap-Merrimack Counties	3,750
Genesis Behavioral Health	5,000
Grafton County Senior Citizens Council, Inc.	2,000
Health First Family Care Center	7,500
Kingswood Youth Center	4,500
Laconia Area Community Land Trust	20,000
Lakes Region Child Care Services	36,925
Lakes Region Community Services	15,000
Navigating Recovery of the Lakes Region	7,500
New Beginnings Without Violence and Abuse	7,500
The Mayhew Program	9,375
The Salvation Army	10,000
	<hr/>
	\$ 140,300

GRANITE UNITED WAY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended March 31, 2018

Federal Grantor Pass-through Grantor Program Title	Federal CFDA Number	Federal Expenditures
Regional Public Health Network Services Cluster		
<u>U.S. Department of Health and Human Services</u>		
State of N.H. Department of Health and Human Services - South Central Public Health Network		
Block Grants for Prevention and Treatment of Substance Abuse	93.959	\$ 174,908
Hospital Preparedness Program & Public Health Emergency Preparedness Aligned Coop Agreements	93.074	63,936
Public Health Emergency Preparedness	93.069	-
Preventive Health and Health Services Block Grant	93.758	30,955
Substance Abuse and Mental Health Services	93.243	-
Young Adult Leadership Program	93.243	6,143
Young Adult Substance Misuse Prevention Strategies	93.243	53,519
<i>Total State of N.H. Department of Health and Human Services - South Central Public Health Network</i>		<u>329,461</u>
State of N.H. Department of Health and Human Services - Capital Area Public Health Network		
Block Grants for Prevention and Treatment of Substance Abuse	93.959	125,040
Hospital Preparedness Program & Public Health Emergency Preparedness Aligned Coop Agreements	93.074	124,516
Public Health Emergency Preparedness	93.069	-
Preventive Health and Health Services Block Grant	93.758	42,443
Substance Abuse and Mental Health Services	93.243	-
Immunization Cooperative Agreements	93.268	12,924
Young Adult Leadership Program	93.243	6,294
Young Adult Substance Misuse Prevention Strategies	93.243	41,853
<i>Total State of N.H. Department of Health and Human Services - Capital Area Public Health Network</i>		<u>353,070</u>
State of N.H. Department of Health and Human Services - Carroll County Coalition for Public Health		
Block Grants for Prevention and Treatment of Substance Abuse	93.959	167,000
Hospital Preparedness Program & Public Health Emergency Preparedness Aligned Coop Agreements	93.074	66,909
Public Health Emergency Preparedness	93.069	-
Preventive Health and Health Services Block Grant	93.758	24,304
Substance Abuse and Mental Health Services	93.243	-
Immunization Cooperative Agreements	93.268	9,661
Young Adult Leadership Program	93.243	6,254
Young Adult Substance Misuse Prevention Strategies	93.243	31,301
<i>Total State of N.H. Department of Health and Human Services - Carroll County Coalition for Public Health</i>		<u>305,429</u>
<i>Total Regional Public Health Network Services Cluster</i>		<u>987,960</u>
<u>U.S. Internal Revenue Services</u>		
Department of the Treasury		
Volunteer Income Tax Assistance (VITA) Matching Grant Program	21.009	<u>64,815</u>
<u>Corporation for National and Community Service</u>		
AmeriCorps State and National		
AmeriCorps	94.006	<u>48,792</u>
<u>U.S. Department of Health and Human Services</u>		
Medical Reserve Corps		
Medical Reserve Corps Small Grant Program	93.008	<u>8,861</u>
<u>U.S. Department of Homeland Security</u>		
Homeland Security		
Homeland Security Grant Program	97.067	<u>4,958</u>
<i>Total Expenditures of Federal Awards</i>		<u>\$ 1,115,386</u>

The accompanying notes are an integral part of this schedule.

GRANITE UNITED WAY

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Note 1. Basis of Presentation

The Schedule of Expenditures of Federal Awards ("the Schedule") includes the federal grant activity of Granite United Way ("the United Way"), under programs of the federal government for the year ended March 31, 2018. 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 \$30,413 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, 2018, 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 July 10, 2018.

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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Compliance and Other Matters

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

Purpose of this Report

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

Nathan Niechala & Company

Concord, New Hampshire
July 10, 2018



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, 2018. 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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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: 603-358-6800

44 School Street
Lebanon, NH 03766

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

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, 2018.

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, material weaknesses may exist that were not identified.

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

Nathan Wechsler & Company

Concord, New Hampshire
July 10, 2018

GRANITE UNITED WAY
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
(UNIFORM GUIDANCE)
YEAR ENDED MARCH 31, 2018

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?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Are any significant deficiencies identified?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> None Reported
Is any noncompliance material to financial statement noted?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Federal Awards

Internal control over major federal programs:

Are any material weaknesses identified?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Are any significant deficiencies identified?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> None Reported

Type of auditor's report issued on compliance for major federal programs: *unmodified*

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? ☐ Yes ☒ No

Identification of major federal programs:

CFDA Numbers	Name of federal program or cluster
--------------	------------------------------------

93.959 - Block Grants for Prevention and Treatment of Substance Abuse	
93.074 - Hospital Preparedness Program and Public Health Emergency Preparedness Aligned Cooperative Agreements	
93.069- Public Health Emergency Preparedness	
93.758 - Preventive Health and Health Services Block Grant	
93.243 - Substance Abuse and Mental Health Services	
93.268 - Immunization Cooperative Agreements	

Dollar threshold used to distinguish between type A and type B programs: \$750,000

Auditee qualified as a low-risk auditee? ☐ Yes ☒ No

2019 GUW Board Members

Southern Region	Merrimack County
Joe Carelli Citizens Bank	Kathy Bizarro-Thunberg New Hampshire Hospital Association
Sean Owen Wedu and Talient Action Group	Marlene Hammond Lincoln Financial Group
Jason Cole Catholic Medical Center	Charlie Head Sanborn, Head & Associates, Inc.
Michael Delahanty Salem School District	Joseph Kenney The Provident Bank
Paul Mertzic Catholic Medical Center	Christina Lachance Director of Early Childhood and Family Initiatives NH Charitable Foundation
Joseph Purington Eversource Energy	Nannu Nobis, Immediate Past Chair Nobis Engineering
Peer Rayno, Executive Vice President Enterprise Bank	Betsey Rhynhart, Vice President of Population Health Concord Hospital
Charfa Stevens McLane Middleton	Jeffery Savage Community Volunteer
Tony Speller Comcast	Heather Staples Lavoie, Chair Geneia
Anna Thomas Manchester Health Department	Rod Tenney Community Volunteer
Robert Tourigny Neighborworks of So. New Hampshire	Central Region
Jeremy Veilleux, Treasurer Baker Newman Noyes	Chris Emond, Executive Director Boys & Girls Club of Central NH
Steve Webb TD Bank	Paul Falvey Bank of New Hampshire
Upper Valley	Larry Major Pike Industries
Sally Ann Kraft Dartmouth Hitchcock Medical Center	Cass Walker LRGHealthcare
Carolyn Maloney, Treasurer Hypertherm	North Country
Beth Rattigan, Attorney Downs Rachlin Martin	Lori Langlois North Country Education Services
Michael Wagner, CFO Dartmouth College	Northern Region
	Bill Bedor, Secretary Bedor Management & Investments, Inc.

WILLIAM T. SHERRY

~~112 Main Street, Windham, New Hampshire 03097~~

~~www.linkedin.com/in/williamsherry~~

SUMMARY

Energetic public relations, sales, marketing, and strategic planning executive with a record of success in non-profits, as well as the energy industry and the US military. Dynamic communicator known for effective advocacy in government relations, ability to describe complex subjects, and fundraising from the individual to corporate level. Team builder with a track record of organizing and delivering results in volunteer settings and business operations.

NON-PROFIT EXPERIENCE

GRANITE UNITED WAY

Chief Operating Officer

January 2015 to Present

- Provide leadership and overall management to a wide range of activities in this statewide non-profit with a focus on income, health and education, including strategic planning, advocacy, community investment and administration of business operations.

Board of Directors

2008 – 2015

- Active board member during the merger of six United Way chapters in New Hampshire. Finance Committee member 2013-2014.

Campaign Vice Chair 2010 and Campaign Chair in 2011

- Raised \$3.5M in 2011 campaign.

AMERICAN CANCER SOCIETY

2004 – 2017

Board of Directors, New England Division

- 2d Term, prior Nominating Committee Chair.
- Division Co-Chair, National Relay Leadership Team.

Chair and Committee Member, Relay For Life of Salem, NH

- Chair 2006-07, raised over \$225,000 each year by managing over 500 volunteers. Committee member for 10 years. Total raised over \$1.8M.

American Cancer Society Cancer Action Network

- Legislative advocacy at the state and federal level on healthcare policy issues.

ROTARY CLUB OF SALEM, NH

2004 – 2018

Club President 2017-2018

Founding member, Board Member

Paul Harris Fellow

GREATER SALEM, NH CHAMBER OF COMMERCE

1995 – 2008

Past Board Member, Government Affairs Committee member

FOR PROFIT EXPERIENCE**LIBERTY UTILITIES - NEW HAMPSHIRE**

2012 – 2014

Vice President, Customer Care

Managed all Customer Care functions in New Hampshire, including customer service, sales and marketing, customer programs, media relations and communications for 130,000 customers.

- Built customer service organization in 14 months: hired and trained supervisory and front line staff, including five direct reports and 60 employees; developed processes and procedures for new function; located and renovated a facility to house the function; and actively managed the computer and voice system conversions.
- Maintained customer satisfaction levels during the conversion in 2013.
- Delivered new sales results above target: in 2012, reached \$1.6M versus target of \$1.3M, and in 2013, reached \$1.8M versus target of \$1.6M.
- Delivered energy efficiency results above target: in 2012, 107% for an incentive of \$572,000, and in 2013, 145% for an incentive of \$644,500.

NATIONAL GRID (and its predecessor companies)

1982 – 2012

Director, Customer Care, New Hampshire Transition (2010 – 2012)

Planned for the implementation of all Customer Care related functions after the sale of the gas and electric business from National Grid to Liberty Utilities.

- Developed testimony, produced detailed data responses over multi-month process, and testified during approval hearings before the New Hampshire Public Utilities Commission. Resulted in the approval of multi-million dollar transaction.

Director, US Employee Volunteering (2008 – 2010)

- Directed and developed all aspects of new US Employee Volunteering Program, including policies, procedures, and metrics for employee and corporate level reporting, as well as internal and external communications and external partnerships.
- Provided leadership and championed employee engagement across the company's 18,000 US employees.
- Led National Grid's US-wide United Way Campaign in 2009 and 2010, resulting in \$2.1M in employee pledges each year.
- Led National Grid's Earth Day volunteering projects in 2009 and 2010. Resulted in eight events in 2009 and 23 events in 2010. Engaged over 1,200 employee volunteers.

Director, Government Relations and Regional President New Hampshire (2001 – 2008)

- Managed legislative, business, and regulatory policy activities in New Hampshire for 43,000 electric customers.
- Directly managed relationships with over 400 elected and appointed officials, regulatory commissions and staff, external business groups, lobbyists, and customers.
- Lead spokesperson for media relations and external affairs.
- In 2005-2006, also managed a project to consolidate National Grid's streetlight business in New England and New York, resulting in improved customer service and inventory management.

Vice President, Business Services, Massachusetts and New Hampshire (1998 – 2000)

- Managed team of 25 and delivered new sales, services, and energy efficiency programs to commercial, industrial, and municipal markets. Met or exceeded targets each year.
- Co-managed all aspects of the operation, including customer service, emergency response, and core business and external communications for 300,000 customers.

Business Services and Energy Efficiency Programs, Massachusetts and New Hampshire (1982 – 1998)

- Various roles with increasing responsibility over time, including Account Manager and District Manager.

E D U C A T I O N

Master of Business Administration, Management, BENTLEY UNIVERSITY (1992)

Bachelor of Arts, Politics, BRANDEIS UNIVERSITY (1982)

M I L I T A R Y E X P E R I E N C E

Master Sergeant, US AIR FORCE AND AIR NATIONAL GUARD (Retired) 1980 – 1996

A W A R D S

Jefferson Champions Award for Public Service 2012

Business Person of the Year, *Greater Salem, New Hampshire Chamber of Commerce* 2009

Joseph F. Frappiea

~~100-1000000 Road~~
~~Manchester, NH 03109~~
~~Home: 603-301-5100~~
~~Cell: 603-301-5922~~
~~frappiea@libertyutilities.com~~ et

Summary of Qualifications

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

Professional Experience

Granite United Way

1/19 to Present **Senior Director 2-1-1 NH Call Center Operations**

- Supervise all call center staff
- Oversee scheduling
- Monitor call volume
- Schedule training
- Manage difficult callers
- Duties of I&R Referral Specialist
- Create PowerPoint presentation
- Create call charts
- Speak at events
- Create Reports
- On call for afterhours call center

Granite United Way

3/16 to 1/19 **Director 2-1-1 NH Call Center Operations**

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

Granite United Way

5/15 to 3/16 **2-1-1 NH Information and Referral Specialist**

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

Liberty Utilities

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

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

Eversource (Public Service of New Hampshire)

8/07 to 2/14

Credit Supervisor

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

7/98 to 8/07

Credit Counselor

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

10/95 to 07/98

Credit Specialist

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

Professional Achievements

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

Computer Skills

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

Education

Graduate of Bellows Falls Union High School

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Granite United Way

Name of Program/Service: Homeless Hotline 2-1-1 NH

BUDGET PERIOD: 7/1/19-06/30/21			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Patrick Tufts, President/CEO	\$173,800	0.00%	\$0.00
Cindy Read, CFO	\$100,000	0.00%	\$0.00
William Sherry, COO	\$107,500	5.00%	\$5,375.00
Paul DeBassio, CDO	\$117,000	0.00%	\$0.00
Joe Frappiea, Senior Director 2-1-1 NH	\$56,000	10.00%	\$5,600.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$10,975.00

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.