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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF HUMAN SERVICES

BUREAU OF HOMELESS AND HOUSING SERVICES

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human Services

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

May 17, 2017

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

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

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

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

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

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

Maureen U. Ryan
Director of Human Services

Approved by:

Jeffrey A. Meyers
Commissioner

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

Denis Goulet
Commissioner

May 19, 2017

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

Dear Commissioner Meyers:

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

> The requested action authorizes the Department of Health and Human Services to enter into a **sole source** contract amendment with Granite United Way to continue to provide intervention service for the State Grant-In-Aid Funds Program. Granite United Way (211 NH) provides a 24 hour telephone intervention information and referral services hotline to homeless persons, persons who are at risk of homelessness, and to any other caller seeking information about available homeless services in NH.
>
> The funding amount for this amendment is $50,000.00, increasing the current contract from $100,000.00 to $150,000.00. The contract shall become effective upon Governor and Council approval through June 30, 2018.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2018-032A

cc: Bruce Smith, IT Manager, DoIT

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 21, 2015 (Item#12), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

1. Amend Form P-37, Block 1.6, to read 05-95-42-423010-7927-102-500731/ 05-95-42-423010-7928-102-500731.

2. Amend Form P-37, Block 1.7, to read June 30, 2018.

3. Amend Form P-37, Block 1.8, to increase Price Limitation by $50,000 from $100,000 to read: $150,000.

4. Amend Form P-37, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.

5. Amend Form P-37, Block 1.10, to read 603-271-9246.

6. Add Exhibit A, Paragraph 1, Conditional Nature of Agreement, Subparagraph 1.8 to read as follows:
   1.8 Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

7. Delete Exhibit B in its entirety and replace with Exhibit B - Amendment #1.

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

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

State of New Hampshire
Department of Health and Human Services

5/16/17
Date

Name: Maureen Ryan
Title: Director

Granite United Way

May 10, 2017
Date

Name: Patrick Tufts
Title: President

Acknowledgement of Contractor's signature:

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

Signature of Notary Public or Justice of the Peace

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

My Commission Expires: June 24, 2020

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

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

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

OFFICE OF THE ATTORNEY GENERAL

6/5/2017
Date

Name:
Title: Sr. Asst Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire
Department of State

CERTIFICATE

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

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	GRANITE UNITED WAY	Business ID:	65650
Business Type:	Domestic Nonprofit Corporation	Business Status:	Good Standing
Business Creation Date:	03/30/1927	Name in State of Incorporation:	Not Available
Date of Formation in Jurisdiction:	03/30/1927		
Principal Office Address:	46 SOUTH MAIN STREET, CONCORD, NH, 03301, USA	Mailing Address:	22 Concord Street, Manchester, 03101, USA
Citizenship / State of Incorporation:	Domestic/New Hampshire		
		Last Nonprofit Report Year:	2015
		Next Report Year:	2020
Duration:	Perpetual		
Business Email:	NONE	Phone #:	NONE
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Engages 20,000 donors and volunteers to raise and invest local dollars in our communities.	

Page 1 of 1, records 1 to 1 of 1

CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on August 20,2015:
(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 10th day of May, 2017.
(Date Contract Signed)

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

(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 10th day of May, 2017,

By Nannu Nobis.
(Name of Elected Officer of the Agency)

Shelley Lyn Ryan
(Notary Public/Justice of the Peace)

SHELLEY LYN RYAN STATE OF NEW HAMPSHIRE MY COMMISSION EXPIRES OCTOBER 7, 2020 NOTARY PUBLIC

(NOTARY SEAL)

SHELLEY LYN RYAN, Notary Public
My Commission Expires October 7, 2020

Commission Expires:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/28/2017

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

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

PRODUCER	
THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Sara Hartshorn PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: shartshorn@rowleyagency.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Granite United Way	INSURER A : Hanover Ins - Bedford	
22 Concord Street	INSURER B :	
Floor 2	INSURER C :	
Manchester NH 03101	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 17-18 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			ZHV900337106	1/1/2017	1/1/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			ZHV900337106	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			UHV9003210-06	1/1/2017	1/1/2018	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WHV8996802-06 3A States: NH	1/1/2017	1/1/2018	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Covering operations of the named insured during the policy period.

CERTIFICATE HOLDER	CANCELLATION
NH DHHS 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Sara Hartshorn/SBH Sara Hartshorn

LIVE UNITED
United Way

Granite United Way Mission

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

Granite United Way Vision

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

GRANITE UNITED WAY

FINANCIAL REPORT

MARCH 31, 2016

CONTENTS

Page

INDEPENDENT AUDITOR'S REPORT .... 1 and 2

FINANCIAL STATEMENTS

Statement of financial position 3
Statement of activities and changes in net assets 4
Statement of functional expenses 5
Statements of cash flows .... 6 and 7
Notes to financial statements 8-21

SUPPLEMENTARY INFORMATION

Supplementary schedules of community impact awards to qualified partner agencies and emerging opportunity grants 22-29

INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying financial statements of Granite United Way, which comprise the statement of financial position as of March 31, 2016, 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Granite United Way as of March 31, 2016, and the results of its operations, changes in net assets, functional expenses, and cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

70 Commercial Street, 4th Floor
Concord, NH 03301
603-224-5357

info@nathanwechsler.com
www.nathanwechsler.com

44 School Street
Lebanon, NH 03766
603-448-2650
603-448-2475

Report on Summarized Comparative Information

We have previously audited the Granite United Way March 31, 2015 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated July 14, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended March 31, 2015 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matter

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.

Nathan Wechsler & Company

Concord, New Hampshire
August 25, 2016

GRANITE UNITED WAY

STATEMENT OF FINANCIAL POSITION
March 31, 2016 with comparative totals as of March 31, 2015

	2016				2015
ASSETS	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Total
CURRENT ASSETS					
Cash	$ 512,163	$ 413,953	$ -	$ 926,116	$ 1,002,210
Prepaid and reimbursable expenses	38,245	-	-	38,245	220,967
Investments	463,743	-	-	463,743	473,361
Accounts and rent receivable	6,846	-	-	6,846	7,255
Contributions and grants receivable, net of allowance for uncollectible contributions 2016 $499,427; 2015 $516,591	-	3,673,854	-	3,673,854	3,514,617
Assets held for sale	109,568	-	-	109,568	-
Total current assets	1,130,565	4,087,807	-	5,218,372	5,218,410
OTHER ASSETS					
Property and equipment, net	1,303,019	-	-	1,303,019	1,452,541
Investments - endowment	9,272	37,928	100,397	147,597	145,864
Beneficial interest in assets held by others	-	1,587,401	-	1,587,401	1,737,703
	1,312,291	1,625,329	100,397	3,038,017	3,336,108
Total assets	$ 2,442,856	$ 5,713,136	$ 100,397	$ 8,256,389	$ 8,554,518
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
ALLOCATED ANNUAL CAMPAIGN SUPPORT DESIGNATED FOR FUTURE PERIODS					
Future allocations payable	$ 2,276,379	$ -	$ -	$ 2,276,379	$ 2,288,886
Donor-designations payable	390,547	1,080,514	-	1,471,061	1,303,999
	2,666,926	1,080,514	-	3,747,440	3,592,885
Current maturities of long-term debt	11,683	-	-	11,683	11,198
Funds held for others	28,960	-	-	28,960	66,756
Grants payable	-	-	-	-	22,000
Accounts payable	18,958	-	-	18,958	5,911
Accrued expenses	120,736	-	-	120,736	139,665
Deferred revenue - designation fees	47,344	-	-	47,344	42,838
Total current liabilities	2,894,607	1,080,514	-	3,975,121	3,881,253
LONG-TERM DEBT, less current maturities	239,018	-	-	239,018	250,447
COMMITMENTS *(See Notes)*					
NET ASSETS (DEFICIT):					
Unrestricted	(1,743,087)	-	-	(1,743,087)	(1,295,992)
Unrestricted, invested in property and equipment	1,052,318	-	-	1,052,318	1,190,896
Total unrestricted net deficit	(690,769)	-	-	(690,769)	(105,096)
Temporarily restricted	-	4,632,622	-	4,632,622	4,427,517
Permanently restricted	-	-	100,397	100,397	100,397
Total net assets (deficit)	(690,769)	4,632,622	100,397	4,042,250	4,422,818
Total liabilities and net assets	$ 2,442,856	$ 5,713,136	$ 100,397	$ 8,256,389	$ 8,554,518

GRANITE UNITED WAY

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
Year ended March 31, 2016 with comparative totals for the year ended March 31, 2015

	2016				2015
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Total
Support and revenues					
Campaign revenue:					
Total contributions pledged	$ -	$ 6,878,664	$ -	$ 6,878,664	$ 7,020,221
Less donor designations	-	(1,895,593)	-	(1,895,593)	(1,501,742)
Less provision for uncollectible pledges	-	(296,558)	-	(296,558)	(307,265)
Add prior years' excess provision for uncollectible pledges taken into income in current year	159,007	-	-	159,007	111,654
Net campaign revenue	159,007	4,686,513	-	4,845,520	5,322,868
Support:					
Sponsors and other contributions	3,852	712,595	-	716,447	311,399
Grant revenue	-	635,227	-	635,227	155,946
In-kind contributions	57,365	-	-	57,365	31,169
Total support	220,224	6,034,335	-	6,254,559	5,821,382
Other revenue:					
Administrative fees	58,073	-	-	58,073	157,070
Rental income	80,497	-	-	80,497	49,011
Miscellaneous income	2,776	-	-	2,776	4,594
Total support and revenues	361,570	6,034,335	-	6,395,905	6,032,057
Net assets released from restrictions:					
For satisfaction of time restrictions	4,636,943	(4,636,943)	-	-	-
For satisfaction of program restrictions	1,043,608	(1,043,608)	-	-	-
	6,042,121	353,784	-	6,395,905	6,032,057
Expenses:					
Program services	5,471,034	-	-	5,471,034	4,583,109
Support services:					
Management and general	484,246	-	-	484,246	731,108
Fundraising	753,390	-	-	753,390	556,505
Total expenses	6,708,670	-	-	6,708,670	5,870,722
Increase (decrease) in net assets before other activities	(666,549)	353,784	-	(312,765)	161,335
Other activities:					
Increase (decrease) in value of beneficial interest in trusts, net of fees 2016 $11,422; 2015 $11,082	-	(150,302)	-	(150,302)	33,850
Realized and unrealized gains (losses) on investments	(9,312)	(1,266)	-	(10,578)	19,750
Investment income	90,188	2,889	-	93,077	99,903
Total other activities	80,876	(148,679)	-	(67,803)	153,503
Net increase (decrease) in net assets	(585,673)	205,105	-	(380,568)	314,838
Net assets (deficit), beginning of year	(105,096)	4,427,517	100,397	4,422,818	4,107,980
Net assets (deficit), end of year	$ (690,769)	$ 4,632,622	$ 100,397	$ 4,042,250	$ 4,422,818

GRANITE UNITED WAY

STATEMENT OF FUNCTIONAL EXPENSES

Year ended March 31, 2016 with comparative totals for the year ended March 31, 2015

	2016				2015
	Program services	Management and general	Fundraising	Total	Total
Salaries and wages	$ 1,747,474	$ 288,933	$ 457,252	$ 2,493,659	$ 1,869,797
Payroll taxes	109,099	20,958	33,167	163,224	131,100
Employee fringe benefits	169,413	27,297	43,198	239,908	177,627
Employer 403(b) contribution	48,467	9,310	14,734	72,511	72,414
Total salaries and related benefits	2,074,453	346,498	548,351	2,969,302	2,250,938
Community Impact Grants to agencies	2,360,600	-	-	2,360,600	2,319,424
Occupancy	154,498	16,715	26,453	197,666	193,301
Grant expenses-Public Health Network	174,300	-	-	174,300	77,865
Other program services (See Note 13)	168,783	-	-	168,783	198,177
Telephone, communications and technology	62,492	11,390	18,026	91,908	86,529
211 expenses	89,218	-	-	89,218	120,768
Publications, printing and campaign expenses	-	-	76,767	76,767	71,212
United Way Worldwide dues	44,997	8,644	13,680	67,321	65,855
In-kind expenses	38,342	7,366	11,657	57,365	31,169
Professional services	-	56,695	-	56,695	47,399
Supplies and office expense	31,448	6,041	9,561	47,050	48,947
Insurance	23,763	4,565	7,224	35,552	33,476
Travel	21,441	3,974	6,289	31,704	38,125
Volunteer Income Tax Assistance expenses	27,816	-	-	27,816	40,880
STEAM Ahead expenses	27,508	-	-	27,508	-
Concord Cold Weather Shelter	21,520	-	-	21,520	-
Miscellaneous	11,733	2,254	3,567	17,554	12,610
Special events	14,258	919	1,455	16,632	15,763
Conferences, training and meetings	10,879	2,090	3,307	16,276	14,135
Postage	9,729	1,869	2,958	14,556	12,186
Community needs assessment	12,500	-	-	12,500	10,500
Other dues and awards	7,519	1,445	2,286	11,250	8,568
Homeless Service Center expenses	6,000	-	-	6,000	61,000
Community impact expenses	5,501	-	-	5,501	4,183
Investment fees	3,295	633	1,002	4,930	10,507
Total expenses before interest and depreciation	5,402,593	471,098	732,583	6,606,274	5,773,517
Interest expense	7,563	1,453	2,299	11,315	11,521
Depreciation	60,878	11,695	18,508	91,081	85,684
Total functional expenses	**$ 5,471,034**	**$ 484,246**	**$ 753,390**	**$ 6,708,670**	**$ 5,870,722**

GRANITE UNITED WAY

STATEMENTS OF CASH FLOWS
Years Ended March 31, 2016 and 2015

		2016		2015
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash received from donors	$	7,236,918	$	6,831,761
Cash received from grantors		635,227		225,439
Administrative fees		62,579		57,092
Other cash received		83,682		54,720
Cash received from trust		73,308		71,733
Designations paid		(1,728,531)		(1,347,640)
Net cash (paid) received for funds held for others		(37,796)		34,260
Cash paid to agencies		(2,333,702)		(2,825,524)
Cash paid to suppliers, employees, and others		(4,017,957)		(3,590,392)
Net cash used in operating activities		**(26,272)**		**(488,551)**
CASH FLOWS FROM INVESTING ACTIVITIES				
Purchase of property and equipment		(51,127)		(13,794)
Proceeds from sale of investments		12,249		911,378
Purchase of investments		-		(380,813)
Net cash provided by (used in) investing activities		**(38,878)**		**516,771**
CASH FLOWS USED IN FINANCING ACTIVITIES				
Repayments of long-term debt		(10,944)		(10,518)
Net increase (decrease) in cash		**(76,094)**		**17,702**
Cash, beginning of year		1,002,210		984,508
Cash, end of year	**$**	**926,116**	**$**	**1,002,210**

STATEMENTS OF CASH FLOWS (CONTINUED)
Years Ended March 31, 2016 and 2015

	2016	2015
RECONCILIATION OF INCREASE (DECREASE) IN NET ASSETS TO NET CASH USED IN OPERATING ACTIVITIES		
Increase (decrease) in net assets	$ (380,568)	$ 314,838
Adjustments to reconcile increase (decrease) in net assets to net cash used in operating activities:		
Realized and unrealized (gain) loss on investments	10,578	(19,750)
Reinvested interest and dividends	(14,942)	(19,537)
Depreciation	91,081	85,684
Prior years' excess provision for uncollectible pledges	(159,007)	(111,654)
Decrease in accounts and rent receivable	409	1,115
(Increase) decrease in prepaid and reimbursable expenses	182,722	(133,324)
Increase in contributions receivable	(230)	(90,144)
Decrease in grants receivable	-	11,743
(Increase) decrease in value of beneficial interest in assets held by others	150,302	(33,850)
Increase (decrease) in allocated annual campaign	154,555	(310,620)
Increase (decrease) in funds held for others	(37,796)	34,260
Decrease in grants payable	(22,000)	(86,078)
Increase (decrease) in accounts payable	13,047	(54,255)
Increase (decrease) in accrued expenses	(18,929)	22,998
Increase (decrease) in deferred revenue	4,506	(99,977)
Net cash used in operating activities	$ (26,272)	$ (488,551)

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash payments for:		
Interest expense	$ 11,315	$ 11,521

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,		**2016**
Community Impact Awards to partner agencies	$	2,360,600
Donor designated gifts to Health and Human Service agencies		1,895,593
Granite United Way Program services		3,110,434
Total	$	7,366,627

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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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, 2016 and 2015.

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 $296,558 and $307,265 for the campaign years ended March 31, 2016 and 2015, respectively. The provision for uncollectible pledges was calculated at 4.5% of the total pledges for both years ended March 31, 2016 and 2015.

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.

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Deferred revenue: The United Way charged a 10% administrative fee on the State Campaign designations for both years ended March 31, 2016 and 2015. The United Way charged 5% on most other designations for both of the years ended March 31, 2016 and 2015.

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 $57,365 and $31,169 have been reflected at fair value in the financial statements for the years ended March 31, 2016 and 2015, 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, 2016, the United Way does not consider itself to have any significant concentrations of credit risk with respect to contributions receivable.

In addition, the United Way maintains cash accounts with several financial institutions insured by the Federal Deposit Insurance Corporation up to $250,000. Amounts included in cash in excess of federally insured limits were approximately $130,120 at March 31, 2016.

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

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

With few exceptions, the United Way is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for tax years before 2013. Also included are filings for United Way of Northern New Hampshire and Lakes Region United Way prior to their acquisitions on February 1, 2012 and January 1, 2013, respectively.

Note 3. Fair Value Measurements

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

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

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

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

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

Financial assets carried at fair value on a recurring basis consist of the following at March 31, 2015:

	Level 1	Level 2	Level 3
Money market funds	$ 57,146	$ 7,370	$ -
Mutual funds:			
Domestic equity	91,342	-	-
International equity	4,551	-	-
Fixed income	256,427	-	-
Other	5,147	-	-
Fixed income funds	143,593	-	-
Municipal bonds	-	11,100	-
Corporate bonds	-	45,723	-
Beneficial interest in assets held by others	-	-	1,737,703
Total	$ 558,206	$ 64,193	$ 1,737,703

	Beneficial interest in assets held by others
Balance, April 1, 2014	$ 1,703,853
Total unrealized gains, net of fees included in changes in temporarily restricted net assets	33,850
Balance, March 31, 2015	**$ 1,737,703**
Total unrealized losses, net of fees included in changes in temporarily restricted net assets	(150,302)
Balance, March 31, 2016	**$ 1,587,401**
Amount of unrealized losses, net of fees attributable to change in unrealized losses relating to assets still held at the reporting date included in the statement of activities and changes in net assets	**$ (150,302)**

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

The beneficial interest in assets held by others is valued using the income approach. The value is determined by calculating the present value of future distributions expected to be received, which approximates the value of the trust's assets at March 31, 2016 and 2015.

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

Note 4. Property and Equipment

Property and equipment, at cost, at March 31,	**2016**	**2015**
Land, buildings and building improvements	$ 1,708,167	$ 1,817,736
Leasehold improvements	5,061	5,061
Furniture and equipment	398,497	347,370
Total property and equipment	2,111,725	2,170,167
Less accumulated depreciation	(808,706)	(717,626)
Total property and equipment, net	**$ 1,303,019**	**$ 1,452,541**

Note 5. Assets Held for Sale

During the year ended March 31, 2016, the United Way made the decision to sell their property in Concord, New Hampshire. Negotiations for the assets held for sale are for a sale price in excess of carrying value.

Assets held for sale consisted of the following at March 31,	**2016**	**2015**
Building	$ 89,781	$ -
Building improvements	19,787	-
Total assets held for sale	**$ 109,568**	**$ -**

Note 6. Endowment Funds Held by Others

Agency endowed funds: The United Way is a beneficiary of various agency endowment funds at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing these funds, property contributed to The New Hampshire Charitable Foundation is held as separate funds designated for the benefit of the United Way. In accordance with its spending policy, the Foundation may make distributions from the funds to the United Way. The distributions are approximately 4.03% of the market value of each fund per year.

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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 $68,879 and $67,400 from the agency endowed funds during the years ended March 31, 2016 and 2015, 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 4.03% of the market value of the fund per year. These funds are not included in these financial statements, since all property in these funds was contributed to The New Hampshire Charitable Foundation to be held and administered for the benefit of the United Way.

The United Way received $4,429 and $4,333 from the designated funds during the year ended March 31, 2016 and 2015, respectively. The market value of these fund's assets amounted to approximately $102,000 and $111,700 as of March 31, 2016 and 2015, respectively.

Note 7. Long-term Debt

Long-term debt at March 31,	**2016**	**2015**
4.25% mortgage financed with a local bank. The note is due in monthly installments of principal and interest of $1,837 through December 2031. The note is collateralized by the United Way's building located in Plymouth, NH.	$ 250,701	$ 261,645
Less portion payable within one year	**11,683**	**11,198**
Total long-term debt	**$ 239,018**	**$ 250,447**

The scheduled maturities of long-term debt at March 31, 2016 were as follows:

Year Ending March 31,	
2017	$ 11,683
2018	12,190
2019	12,718
2020	13,269
2021	13,844
Thereafter	186,997
Total	$ 250,701

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

Note 8. Funds Held for Others

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

March 31,	2016	2015
Concord Multicultural Project Fund	$ 17,571	$ 33,038
STEAM Ahead	-	23,485
Get Moving Manchester	748	1,798
Mayor's Prayer Breakfast	10,472	3,241
City of Concord Dog Park	-	3,606
Better Together	169	1,588
Total	$ 28,960	$ 66,756

During the year ended March 31, 2016, STEAM Ahead transitioned to a program of the United Way.

Note 9. Endowment Funds and Net Assets

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

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

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

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

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

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

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

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

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

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

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

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

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NOTES TO FINANCIAL STATEMENTS

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

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

Endowment net asset composition by type of fund as of March 31, 2015 is as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	$ -	$ 36,305	$ 100,397	$ 136,702
Board-designated endowment funds	9,162	-	-	9,162
	$ 9,162	$ 36,305	$ 100,397	$ **145,864**

Changes in the endowment net assets as of March 31, 2015 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, March 31, 2014	$ 8,765	$ 30,384	$ 100,397	$ 139,546
Investment return:				
Investment income	204	3,038	-	3,242
Net appreciation (realized and unrealized)	193	2,883	-	3,076
Total investment return	397	5,921	-	6,318
Endowment net assets, March 31, 2015	$ 9,162	$ 36,305	$ 100,397	$ **145,864**

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

March 31,		2016		2015
General operations	$	14,930	$	14,930
Youth programs		11,467		11,467
General operations of Whole Village		74,000		74,000
Total permanently restricted net assets	$	100,397	$	100,397

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

March 31,		2016		2015
Public Health Network services	$	99,025	$	62,197
Contributions receivable related to campaigns		3,541,854		3,514,617
CDFA contributions receivable for the Bridge House and Whole Village Family Resource Center upgrades		132,000		-
Designations payable to other agencies and United Ways		(1,080,514)		(971,039)
211 Program		225,227		-
Volunteer income tax assistance program		15,258		33,630
Other programs		16,279		14,104
STEAM Ahead		27,084		-
Concord Cold Weather Shelter		31,080		-
Agency endowed funds at the New Hampshire Charitable Foundation		1,587,401		1,737,703
Portion of perpetual endowment funds subject to time restriction under UPMIFA		37,928		36,305
Total temporarily restricted net assets	$	4,632,622	$	4,427,517

The United Way was awarded up to $257,500 in Community Development Investment Program Funds by the Community Development Finance Authority ("CDFA") for upgrades and clean energy improvements to the Bridge House and Whole Village Family Resource Center in Plymouth. During the year ended March 31, 2016, the CDFA accepted $165,000 in donations from area businesses, resulting in net tax proceeds to the United Way of $132,000 to benefit the project. This balance has been included in contributions receivable at March 31, 2016.

At March 31, 2016 and 2015, the Board of Directors has designated net assets amounting to $- and $394,087, respectively, which are funds set aside to meet the emerging opportunity needs of the community as they arise.

In addition, the Board of Directors has designated $20,000 and $50,000, respectively, for the South Central Health Network and Working Bridges during the year ended March 31, 2016.

Note 10. Pension Fund

The United Way sponsors a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code, whereby electing employees contribute a portion of their salaries to the plan. For the years ended March 31, 2016 and 2015, the United Way contributed $72,511 and $72,414, respectively to employees participating in the plan.

Note 11. Lease Commitments and Subsequent Event

During the year ended March 31, 2011, the United Way entered into an operating lease agreement for office space in Manchester, New Hampshire. The original term was for five years with options to renew for two additional five-year terms. The terms of the lease require monthly payments of $2,373 with increases of 2% annually on each anniversary date of the lease. The lease also required the United Way to pay its share of other costs such as taxes, maintenance and insurance amounting to $500 per month.

During the year ended March 31, 2015, the United Way leased additional office space in the same building. The monthly payments were $600 through April 2015 and then increased to $875 beginning in May 2015. The lease agreement is an addendum to the operating lease agreement for the main office space. The United Way did not renew for an additional term when the operating lease expired on May 31, 2015, and was instead leasing on a month-to-month basis.

During May 2016, the United Way entered into an operating lease agreement for the office space in Manchester, New Hampshire that they currently occupy and for additional office space at that location. Monthly rent payments are $2,783 for the first year and increase to $5,566 the second year which is when all leasehold improvements are expected to be completed for the additional office space hence the increase in rental amount. The rent will then be increased by 3% annually on each anniversary date of the lease.

Total rent expense amounted to $46,290 and $39,572 for the years ended March 31, 2016 and 2015, respectively.

The United Way leases a copy machine under the terms of an operating lease. The lease matured on October 1, 2014. The United Way began a new operating lease for a copy machine on October 1, 2014 with a term of 60 months. The monthly lease payment amount is $170. The lease expense amounted to $2,036 for both years ended March 31, 2016 and 2015.

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

Year ending March, 31		
2017	$	2,036
2018		2,036
2019		1,018
Total	$	5,090

Note 12. Commitments

The United Way does not own the land on which their building in Laconia, New Hampshire is located. The United Way is part of a condominium association to which they pay quarterly dues that fund certain maintenance costs. For the years ended March 31, 2016 and 2015, the dues amounted to $3,325 and $3,259, respectively.

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, 2016 and 2015, the rental income amounted to $59,102 and $46,285, respectively. The United Way also provides space at no charge to one tenant in the Plymouth, New Hampshire building for affordable childcare services in support of its mission to provide services, support and resources to develop strong families, confident parents and healthy children.

Note 13. Other Program Services

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

Year ending March 31,	2016	2015
Women's Leadership Council	$ -	$ 27,302
Financial Stability Program	1,692	44,287
Whole Village Family Resource Center	51,294	33,894
Service Learning Partnership	45,000	35,000
Northern NH direct client services	16,663	11,185
Youth Venture Program	-	592
Bring It Program	38,636	26,421
Other program services	9,997	4,114
Carroll County United	3,672	15,313
Curcuru Community Service Fund	1,829	69
Total	$ 168,783	$ 198,177

Note 14. Payment to Affiliated Organizations and Related Party

The United Way paid dues to United Way of Worldwide. The United Way's dues paid to this affiliated organization aggregated $67,321 and $65,855 for the years ended March 31, 2016 and 2015, respectively.

The United Way is reimbursed for services provided to United Ways of New Hampshire. The total amount that was billed to United Ways of New Hampshire for services amounted to approximately $- and $213,696 for the years ended March 31, 2016 and 2015, respectively.

Included in prepaid and reimbursable expenses in the accompanying statements of financial position is $- and $103,631 at March 31, 2016 and 2015, respectively, that is due to United Way from United Ways of New Hampshire.

(continued on next page)

On April 1, 2015, the 211 program transitioned to a program of the United Way. Previously, the United Ways of New Hampshire operated the 211 program. The United Way paid dues amounting to $- and $120,768 to the United Ways of New Hampshire for the 211 program for the years ended March 31, 2016 and 2015, respectively.

Note 15. Reclassifications

Certain reclassifications have been made to the March 31, 2015 financial statement presentation to correspond to the current year's format. Net assets and changes in net assets are unchanged due to these reclassifications.

Note 16. Subsequent Events

During May 2016, the United Way entered into an operating lease agreement for the office space in Manchester, New Hampshire that they currently occupy and for additional office space at that location (see Note 11).

Subsequent to year end, the United Way entered into a purchase and sale agreement for the sale of the Concord office space. The transaction amounting to $220,000 is expected to close during the year ended March 31, 2017.

The United Way has evaluated subsequent events through August 25, 2016, the date which the financial statements were available to be issued, and have not evaluated subsequent events after that date. There were no other subsequent events that would require disclosure in financial statements for the year ended March 31, 2016.

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
MERRIMACK COUNTY REGION
Year Ended March 31, 2016

	Community Impact Awards
Blueberry Express Day Care	$ 32,000
Boys and Girls Clubs of Central New Hampshire - Suncook capital project	10,000
Child and Family Services of New Hampshire	15,000
Community Action Program:	
Meals on Wheels	35,000
Head Start	17,000
Community Bridges:	
Early Supports & Services	20,000
Concord Coalition to End Homelessness	20,000
Concord Family YMCA:	
Child Development Center	25,000
Copper Cannon Camp	5,000
Merrimack Valley Day Care	90,000
NH Legal Assistance	60,000
NH Pro Bono Referral System	18,000
Penacook Community Center	47,078
Pittsfield Youth Workshop	30,000
Second Start:	
Adult Education	14,000
Alternative High School	14,000
First Start	15,000
The Friends Program:	
Emerging Housing	35,000
Foster Grandparents	18,000
The Mayhew Program	10,000
	$ 530,078

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
MERRIMACK COUNTY REGION (CONTINUED)
Year Ended March 31, 2016

	Emerging Opportunity Grants
The Friends Program - Youth Mentoring	$ 35,000
Suncook Capital Project	10,000
Penacook Community Center	8,500
Merrimack Valley Day Care - Special Infant Care	21,000
Merrimack Valley Day Care - Building Improvements	39,237
Riverbend - CHIP	30,000
	$ 143,737

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
NORTH COUNTRY REGION
Year Ended March 31, 2016

	Community Impact Awards
Boys and Girls Club of the North Country - After School Program	$ 9,800
Copper Cannon Camp	3,000
Grafton County Senior Citizens:	
Aging Services	9,800
RSVP Bone Builders	4,500
ServiceLink	2,750
NH Legal Assistance	3,000
Northern Human Services	2,552
Tri-County Community Action Program	4,000
	$ 39,402

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
UPPER VALLEY REGION
Year Ended March 31, 2016

	Community Impact Awards
Alice Peck Day Memorial Hospital	$ 20,000
Child and Family Services of New Hampshire:	
Behavioral Health	19,000
Safe Visitation Program	23,000
Child Care Center in Norwich	6,000
Child Care Resource	3,375
Community Action Program Belknap	2,750
Copper Cannon Camp	1,000
Cover Home Repair	27,000
Dismas of Vermont	12,500
Girls Incorporated of New Hampshire	7,000
Global Campuses Foundation	3,000
Good Neighbor Health Clinic/Red Logan Dental Clinic	15,000
Grafton County Senior Citizens Council:	
Chore Corps	1,300
Supporting Health Access	13,500
ServiceLink	2,500
Green Mountain Children's Center	28,975
Health Connections of the Upper Valley	1,000
HIV/HCV Resource Center	10,000
Mt. Ascutney Hospital and Health Center	15,000
NH Legal Assistance	9,000
Safeline, Inc.	11,000
Second Wind Foundation:	
Community Education & Advocacy	9,000
Turning Point Recovery Center	15,000
Willow Grove	10,000
Special Needs Support Center of the Upper Valley:	
Educational Advocacy	5,000
Springfield Warming Shelter	1,500
Southeastern Vermont Community Action:	
Fuel and Housing Assistance	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, 2016

		Community Impact Awards
The Family Place - Families Learning Together	$	9,000
The Children's Center of the Upper Valley:		
Closing the Gap on Low-Middle Income Families		9,000
Increasing Literacy Opportunities		5,000
The Mayhew Program		4,000
Twin Pines Housing Trust		
Affordable Housing		22,000
Support and Services at Home		14,851
Upper Valley Haven:		
Community Services Program		15,000
Shelter Services Program		19,000
Valley Court Diversion Program:		
Adult Restorative Court Diversion Program		10,000
Court Diversion Program		9,000
Vermont Law School		10,000
Willing Hands - Feeding Hungry Neighbors		4,999
Windham and Windsor Housing Trust:		
Financial Capabilities		6,000
Support and Services at Home		7,100
Windsor County Partners:		
Lunch Program		2,000
Partners Always Lend Support Program		3,000
WISE:		
Crisis Intervention & Support Services		17,244
Emergency Shelter & Housing		7,200
Prevention & Community Education		6,000
	$	472,794

		Emerging Opportunity Grants
Springfield Warming Shelter	$	3,000
Spark! Community Center		5,000
Second Wind Foundation		2,500
Upper Valley Community Nurse Program		3,835
West Central Behavioral Health - In-Shape Program		3,835
Child and Family Services - Security Upgrades		6,682
	$	24,852

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
SOUTHERN REGION
Year Ended March 31, 2016

		Community Impact Awards
Bhutanese Community of New Hampshire	$	15,000
Big Brothers Big Sisters of New Hampshire		10,000
Boys and Girls Club of Manchester		23,000
City Year New Hampshire - Whole School Whole Child		50,000
Easter Seals New Hampshire, Inc.		20,000
Girls Incorporated of New Hampshire		20,000
Granite State Children's Alliance		10,000
Manchester Neighborhood Health Improvement Strategy:		
Building Adult Capacities Collaborative		230,000
Childhood Resiliency and Care Coordination		170,000
Manchester Community Health Center:		
Behavioral Health Integration Program		40,000
Manchester Community Resource Center, Inc.		12,500
NH Legal Assistance		23,000
Rockingham Nutrition & Meals on Wheels Program		15,000
Serenity Place:		
Residential Treatment Program		50,000
Transitional Living Program		25,000
St. Joseph Community Services, Inc.		20,000
The Granite YMCA:		
YMCA Power Scholars Academy		10,000
YMCA Start		25,000
The Mental Health Center of Greater Manchester - Bedford Counseling Assoc.		25,000
The Upper Room, A Family Resource Center		15,000
The Way Home - Steps to Success in Safe, Affordable Housing		25,000
YWCA New Hampshire - Crisis Service		25,000
	$	858,500

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
NORTHERN REGION
Year Ended March 31, 2016

		Community Impact Awards
Child and Family Services of New Hampshire	$	1,000
Community Action Program Belknap		1,000
Coos County Family Health Services, Inc.		3,500
Copper Cannon Camp		3,000
Harvest Christian Fellowship:		
Community Café		2,500
Feeding Hope Food Pantry		3,000
Helping Hands North, Inc.		3,000
NH Legal Assistance		2,000
NH JAG		3,000
Northern Human Services		5,000
White Mountain Community College:		
Assisting People in Transition		1,500
Child Development Center		1,500
	$	30,000

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
CENTRAL REGION
Year Ended March 31, 2016

	Community Impact Awards
Appalachian Mountain Teen Project	$ 9,703
Belknap County Economic Development Council	24,258
Boys and Girls Clubs of Central New Hampshire	19,406
Health First Family Care Center	41,239
Laconia Area Community Land Trust	33,961
Lakes Region Child Care Services	58,219
Lakes Region Community Services	33,961
River's Edge Early Learning Fit Up	8,000
Salvation Army	24,258
	$ 253,005

	Emerging Opportunity Grants
Boys and Girls Club of Central New Hampshire	$ 8,500

2017 GUW Board Members

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

Cary Gladstone

RELEVANT EXPERIENCE

Information & Referral

- Currently supervise staff of 6, including call center operations and resource database staff at 211-NH, statewide Information and Referral service
- provide training to social service providers and community with strong referral component to statewide and national financial resources
- Maintain relationships with public health, after school, family strengthening and asset building programs and their leadership throughout NH & VT
- Conducted training for 211-NH staff on VITA program
- Started information and referral program at Family Resource Center

Community Tax Preparation/Asset Building

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

Workforce Development/Training

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

Work with Diverse and Underserved Populations

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

Employment

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

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

EDUCATION

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

CIVIC

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

Joseph F. Frappiea

Summary of Qualifications

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

Professional Experience

Granite United Way

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

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

Granite United Way

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

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

Liberty Utilities

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

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

Eversource (Public Service of New Hampshire)

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

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

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

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

10/95 to 07/98 **Credit Specialist**

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

Professional Achievements

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

Computer Skills

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

Education

Graduate of Bellows Falls Union High School

NICHOLAS D. JOSLIN

Nick.Joslin@211nh.org

OBJECTIVES

To obtain a position that will benefit from my knowledge, skills and abilities in this industry and to maximize my work activities and context to achieve a positive outcome.

EDUCATION

American Institute of Technology
03/28/2008 Diploma
Alliance of Information and Referral Services (AIRS) Certified
NH Dept Of Safety and Home Land Security Web ECO Certified
Professional Driver Safety Training Certification
Call Center Protocol and Customer Service Certification
Manager training and staff management Certification
Own and operate 2 small business

Experience

Granite United Way New Hampshire 211
22 Concord St Manchester NH 03102 1-866-444-4211

Resource Database Manager and Information and referral specialist July 2012- Current

Maintain resources in the NH 2-1-1 and ServiceLink database's, also known as Refer7. Organize and provide trainings, provide suggestions for improvement. Enter new resources and update existing ones, as well as create work plans and trackers on a weekly basis. Manage a database employee and ensure they are on task.

Provide information and referral to callers in need of social service issues using the 211 database. Assist callers with needs such as finding homeless shelters, fuel assistance, housing, food and clothing in their area searched by zip code. Make correct referrals based on the evaluation of the caller's needs. Record all calls in 211 database. Assist in crisis situations by contacting the proper authorities and coaching individuals through the situation, also providing referrals for the situation.

Belknap-Merrimack County Community Action Program
82 Elkins St. Franklin NH 03235 603-934-3444
Fuel Assistance intake worker August 26 2013- Dec 9 2013
Assist clients with intake of the fuel and electric assistance programs (FAP and EAP). Educate clients on the programs regulations and qualifications as well as refer to other programs and resources in their community as necessary. Process applications for review by the certifier's follow up with clients in accordance with the time restraints set upon by the program guidelines. Preform intake for clients through an interactive interview to determine the clients understanding and eligibility for assistance.

United Way Mass 211 Program ♦ 46 Park St., Suite 2, Framingham, MA 01702
Information and Referral Specialist 09/2009 – 7/2014
Provide information and referral to callers in need of social service issues using the 211 database. Assist callers with needs such as finding homeless shelters, fuel assistance, housing, food and clothing in their area searched by zip code. Make correct referrals based on the evaluation of the caller's needs. Record all calls in 211 database. Assist in crisis situations by contacting the proper authorities and coaching individuals through the situation, also providing referrals for the situation.

Homefolk Transportation ♦ 930 Laconia Rd., Belmont, NH 03220
Dispatcher/Manager / Driver 10/2011 – 11/2012
Use local or regional geographical knowledge of transportation to communicate technical information. Coordinate equipment or personnel in mechanical repair setting and expedite freight movement. Explain traffic or transportation situations concisely as well as direct human or vehicle traffic. Maintain records, reports, and files in an organized manner according to USDOT laws and regulations. Make critical decisions to ensure the safe and timely movement of the drivers and the equipment being operated. Manage inventories and supplies as well as make critical financial decisions day to day dealing with repairs and maintenance. Preform data entry using a custom program. Assist with billing each week as directed, as well as safety functions. Maintain communications daily directly with customers to ensure customer satisfaction.

Werner Enterprise ♦ 14507 Frontier Rd., Omaha, NE 68138
Professional Driver 03/2008 – 03/2009
Pick-up and deliver freight from one location to another using semi-tractor and semi-trailer, following all USDOT laws and regulations. Fill out all paper work required by the company and the customer such as bill of ladings and cargo claims paperwork. Maintain USDOT required logs. Plan trips accordingly, while keeping in touch with dispatcher.

Sitel/ Client Logic ♦ 620 N Grant St., Odessa, TX 79762
Life insurance Agent 03/2005 – 06/2007

Assist USAA Life Insurance members with payments, as well as set up future payments and policy upgrades. Provide members with policy info as requested. Log all calls in company database and process policy change information via paperwork. Assist members in starting claims.

Cingular Wireless ♦ Midland, TX 79703
Financial Service Representative 03/2003 – 03/2005

Assist callers with financial services including payments, promise to pay and reactivation. Negotiate payment arrangements and resolve any outstanding balances. Log all conversations and account activity in database. Promote sales by up selling and providing information.

Oneravel.com ♦ 501 N. Grant St., Odessa, TX 79762
Ticket Processor 01/2002 – 03/2003

Process commercial airline tickets in timely and accurate manner. Manage company website, assist customers with any concerns with airline ticketing issues. Identify fraudulent submissions and kick out bad bookings.

SKILLS

- Proficient in Microsoft Programs such as:
  - Word
  - Excel
  - PowerPoint
  - Outlook
- Excellent management and organizational skills.
- Great time management skills.
- Great customer service skills and background.
- Ability to understand and execute verbal and written instructions quickly and proficiently.
- Very good self-starter
- Own, operate and manage small business in Gilford, NH.
- Can safely operate a Class A combination vehicle 26,001 and over.
- Good attention to detail.

BRIDGET DIGNAN NOGA

EMPLOYMENT EXPERIENCE

Granite United Way, Manchester, NH **June 2016-present**

VITA/Contracts Program Manager

- Manage statewide VITA (Volunteer Income Tax Assistance) program and sites, including recruitment and supervision of site coordinators
- Assist in the recruitment, training and certification of VITA volunteers
- Manage grants and contracts to support VITA and 2-1-1 NH operations, including reporting requirements for contracts with the state of NH and other agencies
- Research, identify and pursue new sources of funding for 2-1-1NH and VITA programs, including but not limited to grants, government contracts, corporation and foundation support
- Provide detailed analysis of 2-1-1 NH and VITA data to support GUW strategic objectives and resource development as needed
- Provide VITA and 2-1-1 NH representation at community outreach events and service delivery meetings as needed.

Dorcas International Institute of RI, Providence, RI **October 2015-April 2016**

Volunteer Income Tax Assistance Program Coordinator

- Oversaw all daily operations of program that provides free income tax return preparation by volunteers
- Prepared tax returns and provide quality review for returns prepared by volunteers; advanced level IRS-certified tax preparer
- Managed client flow; assessed problems, identified causes, gathered and processed relevant information, generated possible solutions, made recommendations and resolved issues
- Recruited, trained, and managed volunteers; provided direction, input, and feedback.

The Good Earth Organic Farm & Gardening Center, Hope, RI **March-November 2015**

Farm Worker

- Assisted farm manager with preparation of field planting beds, planting, cultivating, weeding, harvesting, and packing vegetable and herb crops
- Performed garden center tasks including transplanting, watering, plant maintenance, and customer service.

Bethlehem Farm, Alderson, WV **September 2011-October 2014**

Development Associate; Service-retreat leader

Bethlehem Farm is a nonprofit organization that works with low- income residents of southeastern West Virginia through home repair and other outreach. All full-time staff members facilitate 13 week-long service retreats for approximately 400 volunteers, mostly high school and college students, each year.

- As part of development team raising an average of $65,000 per year in grants, wrote grant applications and reported to funders
- Led crews of volunteers at service sites including thrift store, food pantry, community gardens, and home repair sites, in partnership with local nonprofit organizations
- Educated volunteers for justice through the teaching of sustainable practices.

Catholic Charities of WV, Hinton, WV **September 2011-September 2014**

Loaves & Fishes Program Consultant

- Oversaw nearly all aspects of food pantry operation, distributing food weekly to average of 200 households per month
- Managed community gardens producing fresh vegetables for food pantry

- Counseled and provided financial assistance to clients who had received utility shutoff notices; manage various funding sources available for utility assistance
- Assisted in operations of thrift store and annual week-long summer camp for children ages six to eleven as needed.

Olneyville Housing Corporation, Providence, RI **November 2002-August 2011**

Asset & Community Building Program Manager, August 2007-August 2011
Olneyville Collaborative Coordinator, June 2005-August 2007
Collaborative Project Associate, November 2003-June 2005
LISC Americorps Member, November 2002-November 2003

- Managed Community Building and Asset Building programs and supervised departmental staff of four. Programs include community engagement, annual community festival, annual neighborhood cleanup, quarterly newsletter, community garden, coalition of stakeholder organizations, homebuyer education, credit counseling, foreclosure prevention counseling, Volunteer Income Tax Assistance, and innovative Open Space Stewardship program
- Wrote and managed grants; reported to funders. Average of $100,000 per year raised through successful grant applications and other contributions
- Intermediate certified tax preparer through Volunteer Income Tax Assistance program; prepared returns for English- and Spanish-speaking taxpayers; supervised other preparers including volunteers; recruited volunteers; reviewed all tax returns. Grew program from serving 73 taxpayers in its first year to nearly 200
- Coordinated coalition of 23 stakeholder organizations working for revitalization of the Olneyville neighborhood. Planned and facilitated monthly member meetings, shared information among members, and managed working committees
- Utilized other skills such as hiring and evaluating staff, leading group tours, event planning, advocacy, project management, and marketing of homeownership opportunities.

Amos House, Providence, RI **August 2001-July 2002**

Information and Resource Staff

- Served as Americorps volunteer at agency that provides meals, transitional shelter, and social services to low-income people, homeless adults, and those recovering from substance abuse
- Worked as part of case management team to help shelter guests achieve their goals for permanent housing and to fulfill Amos House's requirement for community service.

EDUCATION

Providence College, Providence, RI
Bachelor of Arts in Public & Community Service Studies; Graduated Magna Cum Laude
Minor in Spanish; Spanish National Honor Society

COMPUTER SKILLS

Experienced with Microsoft Windows, Word, Works, Excel, Publisher, Outlook; Adobe InDesign, Adobe Pagemaker, Quickbooks, various databases, social media, and the Internet

Angel Joslin

Skills:

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

Work Experience:

Information and Referral Specialist
5/04/2016 – Present
2-1-1 NH
603-621-6893
Identifying client's needs in order to inform and refer to proper organizations and program that best fit their needs.

Information & Referral Specialist
02/01/2014 – Present
2-1-1 NH
603-621-6893
Overnight on-call specialist handling HomeHelp NH, homeless calls and the NH Treatment locator calls. I am familiar with both Refer and the taxonomy due to previously volunteering to do database work.

Volunteer
10/10/2012-02/01/2014
2-1-1 NH
603-621-6892
Worked in the database to keep resources current through formal updates, website search, and contact with agencies. Maintained and linked taxonomy terms so that they would be most efficient for both I&R Specialists and website users.

Personal Care Attendant
04/02/2012 - 09/4/2012
Granite State Independent Living
Helped an elderly woman with basic needs such as eating, dressing, and bathing.

MIS Assistant

01/1/2010-03/18/2010
Shriver Job Corps
978-784-2600
Worked with team members to collect and sanitize 90 staff computers; replacing them with 90 new computers which we installed, secured, and deployed.

Instructors Assistant
04/09-06/09
Shriver Job Corps
978-846-9917
Worked with new computer technology instructor to plan and implement a new and more efficient course and study material. Helped with day to day tasks such as, attendance, class order, and student help.

Education:
Manchester Community College
Psychology/Behavioral Science
01/21/2014

Microsoft Certified Professional
Installing, configuring, and administering Microsoft Windows XP Professional.
Shriver Job Corps
09/22/09

CompTIA Network + Certification
Maintaining, troubleshooting, and repairing computer networks and their components.
Shriver Job Corps
07/09/09

CompTIA A+ Certification
Maintaining, troubleshooting and repairing computers and their components.
Shriver Job Corps
04/21/09

GED
Shriver Job Corps
04/18/08

References available upon request

Dawn Schneider

SUMMARY

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

WORK EXPERIENCE

211NH **December 2015-Present**

Information and Referral Specialist

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

Trugreen **February 2015-November 2015**

Customer Service Representative/Accounts Receivable

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

Little Mexico Restaurant **August 2014-May 2015**

Server/Bartender

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

- Proficient in handling cash, debit, and credit transactions

Nagler Group **April 2014-August 2014**

Customer Service Representative (Temp)

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

Ultimate Staffing, Boston MA **November 2013-April 2014**

Customer Care Representative (Temp)

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

Potpourri Group Inc., Billerica MA **November 2013-December 2013**

Customer Care Representative (seasonal)

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

Express Scripts/Freedom Fertility, Byfield MA **January 2013 - May 2013**

Patient Care Coordinator

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

Aerotek, Woburn, MA **September 2012 - January 2013**

Patient Care Coordinator (Temp)

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

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

Internal Revenue Service, Andover, MA **January 2002 - November 2010**
Customer Service Associate
Tax Examination-Call Center

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

EDUCATION AND TRAINING
Northern Essex Community College, Haverhill, MA
Associates, Human Services/Drug and Alcohol Certificate **2014-present**

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

Donna Velt

| | |

PROFILE

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

EXPERIENCE

Granite United Way **Manchester, NH**
Information and Referral Specialist *May 2016 – Present*

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

Temporary Agency **Bedford,NH**
Customer Service/Accounts Receivable Specialist *November 2015 – March 2016*

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

Retail Department Store **Manchester, NH**
Sales Associate *November 2014 – Present*

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

Temporary Agency **Bedford, NH**
Mortgage Loan Processor *September 2015 – November 2015*

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

Temporary Agency **Bedford, NH**
Commercial Loan Document Imaging Specialist *November 2014 – June 2015*

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

Insurance Company **Hooksett, NH**
Customer Care Professional *February 2014 – July 2014*

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

Banking **NH**
Banking Center Manager *February 2012 – May 2013*

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

Banking **NH**
Senior Branch Manager *August 2006 – August 2011*

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

Banking **NH**
Community Banking Manager *2000 – 2006*

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

SKILLS

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

PREVIOUS COMMUNITY INVOLVEMENT

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

Stephanie Wolfkill

stephanie.dash@211nh.org

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

EXPERIENCE ***GRANITE UNITED WAY NH 211***

Information and referral specialist (on call) 2015- Current
Information and referral specialist 2016-Current
22 Concord st
Manchester NH 03102

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

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

METROCAST COMMUNICATIONS

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

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

YANKEE BOOK PEDDLER

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

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

PAULA R. NINIVAGGI

SUMMARY and ACCOMPLISHMENTS

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

EXPERIENCE

RESOURCE DATABASE SPECIALIST-New Hampshire 211, Manchester, NH, 2015-present.

- Applied AIRS Standards and Taxonomy to the 211 and ServiceLink databases.
- Extensive update of ServiceLink database.
- Decreased backlogs.
- Added new resources to both the 211 and ServiceLink databases.
- Developed protocols and tips sheets.
- Developed monthly communication document for ServiceLink staff.
- Addressed resource gaps in the the ServiceLink database.
- Established community resource contacts and connections.
- Outreach to community agencies and providers throughout the state.
- Added new resources for specific populations including: people with disabilities of all ages, Veterans, people in rural areas, people with chronic disease, LGBTQ, and people of diverse cultures.

PROGRAM LIAISON - New Hampshire Statewide Independent Living Council (SILC), Concord, NH, 2006 - 2014

- Developer and editor of the monthly Disability Information and Resource Newsletter; distributed to thousands of people statewide, regionally, and nationally.
- Successfully developed model communication dissemination outreach plan.
- Presented, exhibited, and developed Resource Guide on Disaster Preparedness.
- Created and disseminated resource guides on: Back to School, Healthy Living, Mental Health, and Transition.
- Developing online resource guide with the NH Council Developmental Disabilities.
- Increased the number of collaborators with the SILC, including culturally diverse agencies and communities.
- Maintaining ongoing database of: children, community, disability, education, employment, grants, mental health, veterans, federal and state programs, and other resources.

- Develops and disseminates quickly information related to disasters and emergencies.
- Ensuring compliance and contractual requirements in accordance with federal and state rules and regulations.
- Preparing reports on various items related to the SILC.
- Responding to questions and requests for information from: people with disabilities, agencies serving people with disabilities, providers, families, and the general public.
- Researching, reviewing, and reporting on legislation and policies affecting persons with disabilities.
- Providing data and statistical analysis.

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

- Established and maintained positive working relationship with bureau staff, contractors, consumers, mental health agencies, providers, and the general public.
- Participated in New Hampshire Olmstead and Mental Health planning initiatives.
- Participated in various training and technical assistance forums including ones on: workforce retention, policy framework, housing, financing community based long-term care, and budgetary dynamics.
- Gave presentations to the New Hampshire Older Adult Mental Health Planning and Advisory Council.
- Coordinated annual New Hampshire Adult Mental Health Planning and Advisory Council retreat.
- Actively participated in accomplishing the mandates of the New Hampshire Mental Health Planning and Advisory Council to review the state's comprehensive mental health plan, monitor and evaluate the statewide system of mental health services, and advocate for consumers of mental health services and their families.
- Member of the Real Choices Council, New Hampshire Adult Mental Health Planning and Advisory Council, and the Nursing Home Transition Workgroup.
- Developing training sessions for mental health consumers and families on disability rights.

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

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

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

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

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

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

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

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

EDUCATION

Bachelor of Science, Degree in Business - Southern New Hampshire University, Manchester, NH
Associates Degree, Health Information - Tidewater Community College, Virginia Beach, VA

References provided upon request.

Granite United Way

CONTRACTOR NAME

Key Personnel

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

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF HUMAN SERVICES

BUREAU OF HOMELESS AND HOUSING SERVICES

Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate Commissioner

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

10/21/15 #12

August 27, 2015

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

Retroactive
Sole Source

REQUESTED ACTION

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

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

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

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

EXPLANATION

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

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

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

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

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

Mary Ann Cooney
Associate Commissioner

Approved by:

Nicholas A. Toumpas
Commissioner

FORM NUMBER P-37 (version 1/09)

Subject: State Grant-In-Aid Funds Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Human Services		**1.2 State Agency Address** 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name Granite United Way		**1.4 Contractor Address** 22 Concord Street, 2nd Floor PO Box 211 Manchester NH 03105	
1.5 Contractor Phone Number 603-621-6893	**1.6 Account Number** 05-95-42-423010-7928-102-500731	**1.7 Completion Date** June 30, 2017	**1.8 Price Limitation** $100,000
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		**1.10 State Agency Telephone Number** (603) 271-9558	
1.11 Contractor Signature [signature]		**1.12 Name and Title of Contractor Signatory** Patrick M. Tufts MSW President and CEO	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 1/20/15, 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

Kathleen A Scanlon

[Seal]

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

1.13.2 Name and Title of Notary or Justice of the Peace

Kathleen A. Scanlon Executive Assistant/Office Manager

1.14 State Agency Signature [signature]	**1.15 Name and Title of State Agency Signatory** Mary Ann Cooney Associate Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: [signature] Megan A. Yaple - Attorney On: 10/1/15

1.18 Approval by the Governor and Executive Council

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: PJ
Date: 8-20-15

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and
14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: JT
Date: 8-20-15

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

Contractor Initials: JS
Date: 8-20-15

SCOPE OF SERVICES

State Grant In Aid Program

1. CONDITIONAL NATURE OF AGREEMENT

1.1. Notwithstanding any provisions of this Agreement to the contrary, all obligations of the State are contingent upon availability of state funding under the State Grant-In-Aid (SGIA) Funds Program. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the availability of State Funding. The State makes no representation as to the level of funding that will be available, if any, for this Agreement.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may impact on the Services described herein, the State has the right, following consultation with the Contractor, to modify service priorities and expenditure requirements for the funds provided under this Agreement so as to achieve compliance therewith.

1.3. Matching Requirement

1.3.1. The Contractor must provide 100% matching funds. Matching funds may include:

1.3.1.1. Cash, anticipated or received, if it will be spent during the grant year, including other anticipated state funds.

1.3.1.2. In-kind (donations, volunteer time valued at $10 per hour, professional services rendered on-site at customary value) during grant year. The Contractor will document in-kind match through their audit.

1.3.1.3. Loans such as mortgages or construction loans.

1.3.1.4. Real property depreciation may not be used as match.

1.4. The Contractor shall submit a detailed description of the language assistance service they will provide to person with limited English proficiency to ensure meaningful access to their program and/or services within ten (10) days of the contract effective date.

1.5. The Contractor shall pursue any and all appropriate public sources of funds that are applicable to the funding of the Services, operations, prevention, acquisition, or rehabilitation. Appropriate records shall be maintained by the Contractor to document actual funds received or denials of funding from such public sources of funds.

1.6. All programs under this contract are required to be licensed to provide client level data into the New Hampshire Homeless Management Information System (NH HMIS). Programs under this contract must be familiar with and follow NH HMIS policy, including specific information that is required for data entry, accuracy of data entered, and time required for data entry. Current NH HMIS policy can be accessed electronically through the following website: http://www.nh-hmis.org.

1.7. Except as otherwise modified in paragraphs of EXHIBIT A, the Contractor agrees to comply with the program narrative, budget detail and narrative, and amendments thereto, for Services, operations, prevention, acquisition, or rehabilitation as approved by the Bureau of Homeless and Housing Services, Office of Human Services, Department of Health and Human Services, hereafter referred to as the State.

2. SERVICES:

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

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

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

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

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

3. PROGRAM REPORTING REQUIREMENTS

3.1. The Contractor shall provide semiannual and annual report information data by service modality describing the number of unduplicated cases served, units of services rendered, and staff required to provide the service, as may be required by the State. Monthly reports may be required at the discretion of the State. Reports shall include, but are not limited to, details of compliance with the following key program outcomes:

3.1.1. For Intervention;

3.1.1.1. 70% of households that receive this intervention assistance will achieve immediate housing stability.

3.1.1.2. At least 60% of households that receive this intervention assistance will not experience an episode of homelessness within 12 months.

3.1.2. For Shelter;

3.1.2.1. The percentage/number of program participants will exit the program to permanent housing will meet, or exceed, the goal proposed in the programs funding proposal.

3.1.2.2. The average length of stay in this program will be reduced by the percentage/number of days proposed in the programs funding proposal.re.

3.2. The Contractor shall submit an Annual Performance Report (APR) to the Bureau of Homeless and Housing Services (BHHS), within thirty (30) days after the Completion Date, that summarizes the results of the Project Activities, showing in particular how the Project Activities have been performed. The Annual Performance Report shall be in the form required or specified by the State.

3.3. The Contractor shall submit Other Reports as requested by the State.

3.4. Failure to submit the above reports or enter data into NH-HMIS in a timely fashion could result in the delay or withholding of reimbursements until such reports are received or data entries are confirmed by the BHHS.

4. CONTRACT ADMINISTRATION

4.1. The Contractor shall have appropriate levels of staff attend all meetings or trainings requested by the BHHS. To the extent possible, BHHS shall notify the contractor of the need to attend such meetings five working days in advance of each meeting.

4.2. The Bureau Administrator of BHHS or designee may observe performance, activities and documents under this Agreement; however, these personnel may not unreasonably interfere with contractor performance.

4.3. The Contractor shall inform BHHS of any staffing changes.

4.4. Contract records shall be retained for a period of five (5) years following completion of the contract and receipt of final payment by the Contractor, or until an audit is completed and all questions arising there from are resolved, whichever is later.

4.5. Changes to the contract services that do not affect its scope, duration, or financial limitations may be made upon mutual agreement between the Contractor and the BHHS.

Method and Conditions Precedent to Payment

The following financial conditions apply to the scope of services as detailed in Exhibit A – State Grant–in-Aid Funds Program.

This contract is funded 100% by the New Hampshire General Fund as follows:

Total Amount State Grant–in-Aid Funds Program;

SFY15	not to exceed $50,000.00
SFY16	not to exceed $50,000.00

July 1, 2015 – June 30, 2017: not to exceed $100,000.00

Funds allocation under this agreement for State Grant–in-Aid Funds Program;

Intervention Services	$100,000.00
Total program amount	$100,000.00

1. Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant–in-Aid Funds Program, in an amount not to exceed and for the time period specified above.

2. REPORTS

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

2.1. Audited Financial Report: The Audited Financial Report shall be prepared in accordance with the regulations that implement OMB Circular A-133. Three (3) copies of the audited financial report shall be submitted within thirty (30) days of the completion of said report to the State.

2.2. Where the Contractor is not subject to the requirements of OMB Circular A-133, within ninety (90) days after the Completion or Termination Date, one copy of an audited financial report shall be submitted to the State. Said audit shall be conducted utilizing the guidelines set forth in "Standards for Audit of Governmental Organizations, Program Activities, and Functions" by the Comptroller General of the United States.

3. PROJECT COSTS: PAYMENT SCHEDULE; REVIEW BY THE STATE

3.1. Project Costs: As used in this Agreement, the term "Project Costs" shall mean all expenses directly or indirectly incurred by the Contractor in the performance of the Project Activities, as determined by the State to be eligible and allowable for payment in accordance with Public Law 102-550 as well as allowable cost standards set forth in OMB Circular A-87 as revised from time to time and with the rules, regulations, and guidelines established by the State. Nonprofit subcontractors shall meet the requirements of OMB Circular A-122.

3.2. Payment of Project Costs: Subject to the availability of State general funds, General Provisions of this Agreement and in consideration of the satisfactory completion of the services to be performed under this Agreement, the State agrees to fund the Contractor for State Grant–in-Aid Funds Program in an amount not to exceed as specified above. Reimbursement requests for all Project Costs shall be submitted on a monthly basis and accompanied by an invoice from the Contractor for the amount of each requested disbursement along with a payment request form as designated by the State, which shall be completed and signed by the Contractor. The Contractor shall provide additional financial information if requested by the State to verify expenses.

3.3. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of the Annual Performance Report, Termination Report or Audited Financial Report, the State may review all Project Costs incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any items of expenses that are not determined to be allowable or are determined to be in excess of actual expenditures, and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs. Any amounts awarded to the Contractor pursuant to this agreement are subject to recapture. The funds authorized to be expended under this Agreement shall be used only for The State Grant–in-Aid Funds Program.

4. USE OF GRANT FUNDS

4.1. The State agrees to provide payment for actual costs, up to the not to exceed amount for the State Grant–in-Aid Funds Program as specified in this Exhibit.

4.2. The Contractor may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the contract price. Such amendments shall only be made upon written request to and written approval from the State.

4.3. Conformance to OMB Circular A-110: Grant funds are to be used only in accordance with procedures, requirements, and principles specified in OMB Circular A-110.

5. CONTRACTOR FINANCIAL MANAGEMENT SYSTEM

5.1. Fiscal Control: The Contractor shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, grant funds and any required nonfederal expenditures. This responsibility applies to funds disbursed in direct operations of the Contractor.

5.2. The Contractor shall maintain a financial management system that complies with Attachment G of A-102, "Standards of Contractor Financial Management Systems" or such equivalent system as the State may require. Requests for payment shall be made according to EXHIBIT B, Section 3.2 of this Agreement.

SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
   8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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

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

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

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

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

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

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

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

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

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function

19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

19.3. Monitor the subcontractor's performance on an ongoing basis

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

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

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:

   14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per occurrence with additional general liability umbrella coverage of not less than $1,000,000 each occurrence; and

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name:

8-20-15
Date

Patrick Tufts
Name: Patrick Tufts
Title: President

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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

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

Contractor Name:

6-20-15
Date

Name: Patrick Tufts
Title: President

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

8-20-15
Date

Name: Patrick Tufts
Title: President

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

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

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

Contractor Name:

8-20-15
Date

Name: Patrick Tufts
Title: President

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

8-20-15
Date

Name: Patrick Tufts
Title: President

HEALTH INSURANCE PORTABLITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

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

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI 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

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.

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.

NH DHHS	Granite United Way
The State	Name of the Contractor
[signature]	[signature]
Signature of Authorized Representative	Signature of Authorized Representative
Mary Ann Cooney	PATRICK TUFTS
Name of Authorized Representative	Name of Authorized Representative
Associate Commission	President
Title of Authorized Representative	Title of Authorized Representative
9/14/15	8-20-15
Date	Date

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

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

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

8-13-15
Date

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

FORM A

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

1. The DUNS number for your entity is: 156484990

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

   XX NO ________ YES

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

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

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

   ________ NO ________ YES

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

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

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

   Name: ________________ Amount: ____________

   Name: ________________ Amount: ____________

   Name: ________________ Amount: ____________

   Name: ________________ Amount: ____________

   Name: ________________ Amount: ____________

Contractor Initials PJ
Date 8-13-15