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

Jeffrey A. Meyers
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9404 1-800-852-3345 Ext. 9404
Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 20, 2016

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

REQUESTED ACTION

Authorize the Department of Health & Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to exercise a renewal option to an existing agreement with Granite United Way (Vendor 160015-B001), 22 Concord Street Floor 2, Manchester, NH, 03101, for the continuation of system support Administration for the Refer 7 database that is used by the Department and its contractors to provide information and referral services to citizens in New Hampshire, by increasing the price limitation by \$69,609 from \$158,831 to an amount not to exceed \$228,440, and extending the completion date from June 30, 2016 to June 30, 2017, effective July 1, 2016 or date of Governor and Council approval, whichever is later. Governor and Executive Council approved the contract on September 17, 2014 (Item #11) and an amendment June 24, 2015 (Item #67). 48% Federal and 52% General Funds.

Funds to support this request are available in the following accounts in State Fiscal Years 2017, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified, without approval from Governor and Executive Council.

Please see attached financial details.

EXPLANATION

Approval of this Amendment will allow the Department to continue to provide the system support Administration for the Refer 7 database that is used by the Department and its contractors to provide information and referral services to citizens in New Hampshire.

The Contractor will ensure that the information in the database is updated and accurate in accordance with the National Alliance for Information and Referral Standards, and that information reflects the full range of Medicaid long term services and supports enabling citizens of New Hampshire to have accurate and reliable information. The database is a searchable web-based resource that is available to the citizens of New Hampshire that provides information about the names of agencies who provide long term services and supports in the community, the specific types of services they offer and the conditions under which those services are typically available.

Additionally, the Department and the New Hampshire ServiceLink Contractors use the database as a tool to provide Information, Referral and Options Counseling services to citizens in New Hampshire by documenting calls/contacts, demographics, options counseling activity, client follow up activities, case notes, and person centered action plans. Refer 7 also documents performance tracking, quality performance monitoring, as well as the ability to track client records and to generate reports.

The Contractor will train additional Department staff and other contractors in the skills needed to utilize the Refer 7 database to better serve their clients as well as enhance and expand Refer 7 database business operating standards.

This Contractor was selected through a competitive bid process.

The original Agreement and Governor and Council letter contains an option 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. The Department and the Contractor have agreed to extend the contract for one additional year. Approval of this amendment utilizes the final renewal option.

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

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

Area Served: Statewide

Source of Funds:

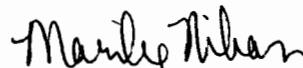
48% federal funds from:

- Medicaid, CFDA #93.778, FAIN #NH20144;
- Administration for Children & Families, Social Services Block Grant; CFDA #93.667, FAIN # G1601NHSOSR;
- Administration for Community Living, Family Caregiver Support Title III E, CFDA #93.052, FAIN #16AANHT3FC;
- Administration for Community Living, State Health Insurance Assistance Program, CFDA #93.324, FAIN #90SA003

52% general funds

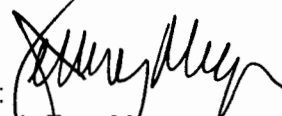
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Marilee Nihan, MBA,
Deputy Commissioner

Approved by:



Jeffery Meyers
Commissioner

Granite United Way
1 year extension SFY17

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

SFY	Class/Object	Class Title	Activity Number	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2015	570-500928	Family Care Giver	48130316	\$10,094.15	\$0.00	\$10,094.15
2016	570-500928	Family Care Giver	48130316	\$26,103.85		\$26,103.85
2017	570-500928	Family Care Giver	48130316	\$0.00	\$21,001.00	\$21,001.00
			Sub Total	\$36,198.00	\$21,001.00	\$57,199.00

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

SFY	Class/Object	Class Title	Activity Number	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2015	102-500731	Contracts for Prog Svc	48130461	\$6,512.01	\$0.00	\$6,512.01
2016	102-500731	Contracts for Prog Svc	48130461	\$7,291.99	\$0.00	\$7,291.99
2017	102-500731	Contracts for Prog Svc	48130461	\$0.00	\$4,000.00	\$4,000.00
			Sub Total	\$13,804.00	\$4,000.00	\$17,804.00

**05-95-48-481010-92550000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT**

SFY	Class/Object	Class Title	Activity Number	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2015	545-500387	Information & Referral Contracts	48130205	\$6,838.14		\$6,838.14
2016	545-500387	Information & Referral Contracts	48130205	\$13,751.86		\$13,751.86
2017	545-500387	Information & Referral Contracts	48130205	\$0.00	\$10,295.00	\$10,295.00
			Sub Total	\$20,590.00	\$10,295.00	\$30,885.00

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

SFY	Class/Object	Class Title	Activity Number	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2015	102-500731	Contracts for Prog Svc	48130291	\$17,615.00	\$0.00	\$17,615.00
2016	102-500731	Contracts for Prog Svc	48130291	\$30,425.00	\$0.00	\$30,425.00
2017	102-500731	Contracts for Prog Svc	48130291	\$0.00	\$24,018.00	\$24,018.00
			Sub Total	\$48,040.00	\$24,018.00	\$72,058.00

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

SFY	Class/Object	Class Title	Activity Number	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2015	550-500398	Assessment and Counseling	48130280	\$6,838.14	\$0.00	\$6,838.14
2016	550-500398	Assessment and Counseling	48130280	\$13,751.86	\$0.00	\$13,751.86
2017	550-500398	Assessment and Counseling	48130280	\$0.00	\$10,295.00	\$10,295.00
			Sub Total	\$20,590.00	\$10,295.00	\$30,885.00

**05-95-49-49050000-29850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS: DIV OF COMMUNITY BASED CARE SERVICES, COMMUNITY BASED CARE SERVICES, BALANCE
INCENTIVE PROGRAM BIP**

SFY	Class/Object	Class Title	Activity Number	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2015	102-500731	Contracts for Prog Svc	49053316	\$13,024.69	\$0.00	\$13,024.69
2016	102-500731	Contracts for Prog Svc	49053316	\$6,584.31	\$0.00	\$6,584.31
2017	102-500731	Contracts for Prog Svc	49053316	\$0.00	\$0.00	\$0.00
			Sub Total	\$19,609.00	\$0.00	\$19,609.00

Total Granite United Way

SFY	Class/Object	Class Title	Activity Number	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2015				\$60,922.13	\$0.00	\$60,922.13
2016				\$97,908.87	\$0.00	\$97,908.87
2017				\$0.00	\$69,609.00	\$69,609.00
			Total Contract	\$158,831.00	\$69,609.00	\$228,440.00



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

June 16, 2016

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into an amendment with Granite United Way, 22 Concord Street, Floor 2, Manchester, NH 03101, for the continuation of system support administration for the Refer 7 database as described below and referenced as DoIT No. 2015-058B.

The purpose of this agreement is to enable the Granite United Way to continue to service the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services with system support administration for the Refer 7 database that is used by the Department and its contractors to provide information and referral services to citizens in New Hampshire. This agreement includes funding for \$69,609, increasing the total funding amount from \$158,831 to \$228,440, and extending the completion date from June 30, 2016 to June 30, 2017, effective July 1, 2016 or date of Governor and Council approval whichever is later.

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

Sincerely,

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

Denis Goulet

DG/mh
Contract #2015-058B

cc: DoIT



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Refer 7 Database System Support Administrator Contract**

This second Amendment to the Refer 7 Database System Support Administrator contract (hereinafter referred to as "Amendment #2") dated May 17, 2016, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Granite United Way (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 22 Concord Street, Floor 2, Manchester, NH, 03101.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on September 17, 2014 (item #11) (hereinafter referred to as the "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 24, 2015 (Item #67), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Agreement (section 18 of the General Provisions of the Form P-37), and Exhibit C-1 Paragraph 4, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the program by one year and increase the price limitation; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date, by extending the date to June 30, 2017.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation, to read: \$228,440.
4. Amend Exhibit B, Methods and Conditions Precedent to Payment paragraph 5 by striking:
 5. Reimbursement for expenditures shall be in accordance with the approved line item budget shown in Exhibit B-1 and B-2. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.



and inserting in its place:

5. Reimbursement for expenditures shall be in accordance with the approved budgets shown in Exhibit B-1, Exhibit B-2, and Exhibit B-3. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

5. Add Exhibit B-3.



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

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/9/16
Date

Marilee Nihan
Marilee Nihan, MBA
Deputy Commissioner

Granite United Way

5-21-16
Date

Patrick Tufts
NAME PATRICK TUFTS
TITLE President

Acknowledgement:

State of New Hampshire County of Hillsborough on May 26, 2014, before the undersigned officer, personally appeared the person identified 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

Meaghan T. Emons
Name and Title of Notary or Justice of the Peace
MEAGHAN T. EMMONS, Notary Public
My Commission Expires December 20, 2018



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

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

OFFICE OF THE ATTORNEY GENERAL

4/12/14
Date

[Signature]
Name: Megan A. [Signature]
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

BUDGET FORM

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

Bidder Name: Granite United Way

Budget Request for: Refer 7 Database System Support Administrator
Name of Program

Budget Period: 7/1/16 through 6/30/17

Line Item	Direct Incremental	Indirect Fixed	Total	Allocation Method for Indirect/Fixed Cost
1. Total Salary/Wages	\$ 47,476	\$ 4,748	\$ 52,224	
2. Employee Benefits	\$ 9,495	\$ 950	\$ 10,445	
3. Consultants			\$ -	
4. Equipment:			\$ -	
Rental			\$ -	
Repair and Maintenance			\$ -	
Purchase/Depreciation			\$ -	
5. Supplies:			\$ -	
Educational			\$ -	
Lab			\$ -	
Pharmacy			\$ -	
Medical			\$ -	
Office	\$ 800	\$ 80	\$ 880	
6. Travel	\$ 1,200	\$ 120	\$ 1,320	
7. Occupancy			\$ -	
8. Current Expenses			\$ -	
Telephone	\$ 660	\$ 66	\$ 726	
Postage			\$ -	
Subscriptions			\$ -	
Audit and Legal			\$ -	
Insurance			\$ -	
Board Expenses			\$ -	
9. Software			\$ -	
10. Marketing/Communications			\$ -	
11. Staff Education and Training	\$ 3,650	\$ 365	\$ 4,015	
12. Subcontracts/Agreements			\$ -	
13. Other (specific details mandatory):			\$ -	
			\$ -	
			\$ -	
			\$ -	
TOTAL	\$ 63,281	\$ 6,328	\$ 69,609	

Indirect As A Percent of Direct

10.0%

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

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on May 25, 2016.
(Date)

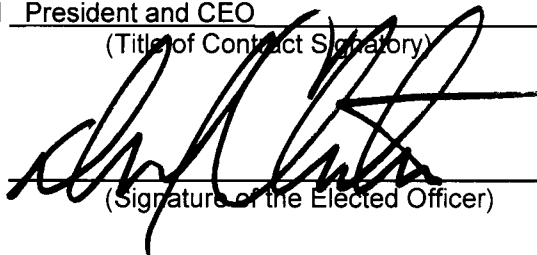
RESOLVED: That the President and CEO
(Title of Contract Signatory)

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 26th day of May, 20 16.
(Date Contract Signed)

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

of the Agency.


(Signature of the Elected Officer)

STATE OF New Hampshire

County of Hillsborough

The forgoing instrument was acknowledged before me this 27th day of May, 20 16.

By Dean J. Christon.
(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: **COLETTE L. PROVENCHER**
Notary Public - New Hampshire
My Commission Expires May 23, 2017

Colette Provencher

From: William Sherry <William.Sherry@graniteuw.org>
Sent: Wednesday, May 25, 2016 12:14 PM
To: Kathy Scanlon; Alexander J. Walker Jr. (awalker@cmc-nh.org); Anna Thomas; Bill Bedor (billbedor@hotmail.com); Cass Walker; Charla Stevens (charla.stevens@mclane.com); Christian Zimmermann; Cindy Read; Dean Christon; Ehret, Gordon; Evan Smith (Evan.Smith@Hypertherm.com); Gary Shirk (garymshirk@comcast.net); Heather Lavoie; Heidi Nadeau; James Scammon (JimS@granitegroupbenefits.com); Jason Cole; Jeffery Savage (savage@fsbnh.com); Jeremy Veilleux (jveilleux@bnn CPA.com); John Mercier; Joseph Purington; Julia Griffin; Mark Primeau; Marlene Hammond; Michael Delahanty; Nannu Nobis (nnobis@nobiseng.com); Patrick Tufts; Robert Tourigny; Rodney Tenney (roddeney@comcast.net); Sean Owen (sean@wedu.com); Stephen Hackley (stephen_hackley@cable.comcast.com); Steve Webb; Sue Ruka
Cc: Colette Provencher; 'Karen McLellan (karen.mclellan@hypertherm.com)'; 'Keith, Deb (Pike)'; 'Kim Janelle (kjanelle@bnn CPA.com)'; Kimberly Davis; Linda Cornwell; Linda Moriarty; Lise McStravock; Lynda Gattermann; Roxanne Parkhurst; 'Sonja Sfameni (sonja.sfameni@tdbanknorth.com)'; Cindy Read; Meredith Stidham; Kristin Martin; Cary Gladstone; 'Welsh, Dorothy'; Susan Amburg
Subject: Board Vote needed to support 2-1-1 NH contract renewal
Importance: High

Dear Granite United Way Board members:

Since last week's Board meeting, we have been approved by the State of New Hampshire for the renewal of our contract for 2-1-1 NH to perform Refer 7 database services for ServiceLink. 2-1-1 NH began to perform these services for the State in 2014, and there is much synergy between this scope of work and our existing 2-1-1 NH database work. The State requires proof via a Board resolution that Patrick Tufts, as President & CEO, can sign the documents required to complete this transaction.

We have a reporting deadline of this Friday. For timeliness, we have decided to ask for your vote via email to pass this resolution below. Please respond as quickly as possible simply with a YAY or NAY vote. Once a majority vote is reached, Dean will sign the resolution and Susan Amburg will submit the resolution to the appropriate party.

Any questions, please contact me directly. Thank you for your quick attention to this matter.

Bill

Board Resolution

The Granite United Way Board of Directors proposed and approved by majority vote the following resolution via an electronic vote on 5/26, 2016.

WHEREAS Patrick Tufts, President and CEO, has the authority to enter into agreements on behalf of Granite United Way and to sign documents executing such agreements;

THEREFORE it is resolved that:

Patrick Tufts is authorized to 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.

Signed:



Dean Christon
Chair, Granite United Way Board of Directors

William T. Sherry | Chief Operating Officer

Granite United Way | 22 Concord Street, Floor 2 | Manchester, NH 03101

With additional offices in Concord, West Lebanon, Littleton, Berlin, Laconia and Plymouth
603.625.6939, ext. 103 | www.graniteuw.org

Donate now to make a difference all year long.

Connect with Granite United Way





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/23/2016

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. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511		CONTACT NAME: Sara Hartshorn PHONE (A/C, No, Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: shartshorn@rowleyagency.com	
INSURED Granite United Way 22 Concord Street Floor 2 Manchester NH 03101		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Ins Co	NAIC #
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 16-17 al 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						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
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY				1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB				1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 1,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				1/1/2016	1/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Covering operations of the Named Insured during the policy period.

CERTIFICATE HOLDER**CANCELLATION**

NH DHHS Contracts & Procurement 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE C Holman, CPCU, CIC/C <i>Christie Holman</i>

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, 2015

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

INDEPENDENT AUDITOR'S REPORT

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

We have audited the accompanying statement of financial position of Granite United Way as of March 31, 2015, 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, 2015, and the results of its operations, changes in net assets, functional expenses, and cash flows for the year then ended, in conformity with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited the Granite United Way March 31, 2014 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated July 15, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended March 31, 2014 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Nathan Wechsler & Company

Concord, New Hampshire
July 14, 2015

GRANITE UNITED WAY
 STATEMENT OF FINANCIAL POSITION
 March 31, 2015 with comparative totals as of March 31, 2014

ASSETS	2015				2014
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Total
CURRENT ASSETS					
Cash	\$ 892,280	\$ 109,930	\$ -	\$ 1,002,210	\$ 984,508
Prepaid and reimbursable expenses	220,967	-	-	220,967	87,648
Investments	473,361	-	-	473,361	970,957
Accounts and rent receivable	7,255	-	-	7,255	8,370
Grants receivable	-	-	-	-	11,748
Contributions receivable, net of allowance for uncollectible contributions 2015 \$516,591; 2014 \$586,034	-	3,514,617	-	3,514,617	3,812,819
<i>Total current assets</i>	<u>1,593,863</u>	<u>3,624,547</u>	<u>-</u>	<u>5,218,410</u>	<u>5,376,044</u>
OTHER ASSETS					
Property and equipment, net	1,452,541	-	-	1,452,541	1,524,431
Investments - endowment	9,162	35,305	100,397	145,864	139,546
Beneficial interest in assets held by others	-	1,737,703	-	1,737,703	1,703,853
	<u>1,461,703</u>	<u>1,774,008</u>	<u>100,397</u>	<u>3,336,108</u>	<u>3,367,830</u>
<i>Total assets</i>	<u>\$ 3,055,566</u>	<u>\$ 5,398,555</u>	<u>\$ 100,397</u>	<u>\$ 8,554,518</u>	<u>\$ 8,743,874</u>
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
ALLOCATED ANNUAL CAMPAIGN SUPPORT DESIGNATED FOR FUTURE PERIODS					
Future allocations payable	\$ 2,288,886	\$ -	\$ -	\$ 2,288,886	\$ 2,750,608
Donor-designations payable	332,961	971,038	-	1,303,999	1,149,897
	<u>2,621,847</u>	<u>971,038</u>	<u>-</u>	<u>3,592,885</u>	<u>3,900,505</u>
Current maturities of long-term debt	11,198	-	-	11,198	10,733
Funds held for others	66,756	-	-	66,756	32,496
Grants payable	22,000	-	-	22,000	108,078
Accounts payable	5,911	-	-	5,911	60,166
Accrued expenses	139,665	-	-	139,665	116,667
Deferred revenue - designation fees	42,838	-	-	42,838	142,815
<i>Total current liabilities</i>	<u>2,910,215</u>	<u>971,038</u>	<u>-</u>	<u>3,881,253</u>	<u>4,574,160</u>
LONG-TERM DEBT, less current maturities	<u>250,447</u>	<u>-</u>	<u>-</u>	<u>250,447</u>	<u>261,431</u>
COMMITMENTS (See Notes)					
NET ASSETS (DEFICIT):					
Unrestricted	(1,295,992)	-	-	(1,295,992)	(1,569,516)
Unrestricted, invested in property and equipment	1,190,896	-	-	1,190,896	1,252,258
<i>Total unrestricted net deficit</i>	<u>(105,096)</u>	<u>-</u>	<u>-</u>	<u>(105,096)</u>	<u>(317,258)</u>
Temporarily restricted	-	4,127,517	-	4,127,517	4,321,851
Permanently restricted	-	-	100,397	100,397	100,397
<i>Total net assets (deficit)</i>	<u>(105,096)</u>	<u>4,127,517</u>	<u>100,397</u>	<u>4,122,818</u>	<u>4,104,990</u>
<i>Total liabilities and net assets</i>	<u>\$ 3,055,566</u>	<u>\$ 5,398,555</u>	<u>\$ 100,397</u>	<u>\$ 8,554,518</u>	<u>\$ 8,743,874</u>

GRANITE UNITED WAY

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year ended March 31, 2015 with comparative totals for the year ended March 31, 2014

	2015			2014	
	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	Total
Support and revenues					
Campaign revenues:					
Total contributions pledged	\$ -	\$ 7,020,221	\$ -	\$ 7,020,221	\$ 6,925,752
Less donor designations	-	(1,501,742)	-	(1,501,742)	(1,551,774)
Less provision for uncollectible pledges	-	(307,265)	-	(307,265)	(296,346)
Add prior years' excess provision for uncollectible pledges taken into income in current year	111,654	-	-	111,654	200,450
Net campaign revenue	111,654	5,211,214	-	5,322,868	5,278,062
Support:					
Sponsors and other contributions	490	253,159	-	253,649	318,088
Grant revenue	-	213,696	-	213,696	227,207
In-kind contributions	31,169	-	-	31,169	43,218
Total support	143,313	5,678,069	-	5,821,382	5,866,595
Other revenue:					
Administrative fees	157,070	-	-	157,070	140,730
Returned grant	-	-	-	-	10,000
Rental income	49,011	-	-	49,011	68,521
Miscellaneous income	4,594	-	-	4,594	5,278
Total support and revenues	353,988	5,678,069	-	6,032,057	6,091,124
Net assets released from restrictions:					
For satisfaction of time restrictions	5,133,107	(5,133,107)	-	-	-
For satisfaction of program restrictions	482,048	(482,048)	-	-	-
	5,969,143	62,914	-	6,032,057	6,091,124
Expenses:					
Program services	4,583,109	-	-	4,583,109	4,891,105
Support services:					
Management and general	731,108	-	-	731,108	877,275
Fundraising	556,505	-	-	556,505	699,328
Total expenses	5,870,722	-	-	5,870,722	6,467,708
Increase (decrease) in net assets before other activities	98,421	62,914	-	161,335	(376,584)
Other activities:					
Increase in value of beneficial interest in trusts, net of fees 2015 \$11,082; 2014 \$10,655	-	33,850	-	33,850	110,998
Realized and unrealized gains on investments	16,866	2,884	-	19,750	10,078
Investment income	96,865	3,038	-	99,903	106,057
Total other activities	113,731	39,772	-	153,503	227,131
Net increase (decrease) in net assets	212,152	102,686	-	314,838	(149,453)
Net assets (deficit), beginning of year	(317,248)	4,324,831	100,397	4,107,981	4,257,433
Net assets (deficit), end of year	\$ (105,096)	\$ 4,427,517	\$ 100,397	\$ 4,422,618	\$ 4,107,980

GRANITE UNITED WAY

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended March 31, 2015 with comparative totals for the year ended March 31, 2014

	2015				2014	
	Other program services	Management and general	Fundraising	Total	Total	
Salaries and wages	\$ 1,099,067	\$ 450,808	\$ 319,922	\$ 1,869,797	\$ 1,843,938	
Payroll taxes	77,061	31,608	22,451	131,100	136,917	
Employee fringe benefits	104,409	42,826	30,392	177,627	181,263	
Employer 403(b) contribution	42,565	17,459	12,390	72,414	71,131	
<i>Total salaries and related benefits</i>	<u>1,323,102</u>	<u>542,701</u>	<u>385,135</u>	<u>2,250,938</u>	<u>2,233,249</u>	
Community Impact Grants to Agencies	2,319,424	-	-	2,319,424	2,960,117	
Other program services (See Note 12)	198,177	-	-	198,177	101,378	
Occupancy	143,400	29,188	20,713	193,301	192,426	
211 expenses	120,768	-	-	120,768	116,148	
Telephone, communications and technology	52,057	20,163	14,306	86,529	85,404	
Grant expenses-Drug Free Grants	77,865	-	-	77,865	54,425	
Publications, printing and campaign expenses	-	-	71,212	71,212	66,103	
United Way Worldwide dues	38,710	15,877	11,268	65,855	66,249	
Homeless Service Center expenses	61,000	-	-	61,000	70,050	
Supplies and office expense	28,771	11,801	8,375	48,947	57,596	
Professional services	-	47,399	-	47,399	41,445	
Volunteer Income Tax Assistance expenses	40,880	-	-	40,880	73,830	
Travel	22,461	9,162	6,502	38,125	43,589	
Insurance	19,677	8,071	5,728	33,476	32,110	
In-kind expenses	18,321	7,515	5,333	31,169	43,218	
Special events	12,581	1,809	1,373	15,763	19,744	
Conferences, training and meetings	8,309	3,408	2,418	14,135	36,938	
Miscellaneous	7,411	3,041	2,158	12,610	13,370	
Postage	7,163	2,938	2,085	12,186	13,382	
Community needs assessment	10,500	-	-	10,500	11,834	
Investment fees	6,176	2,533	1,798	10,507	12,162	
Other dues and awards	5,036	2,066	1,466	8,568	19,109	
Community impact expenses	4,183	-	-	4,183	6,369	
<i>Total expenses before interest and depreciation</i>	<u>4,525,972</u>	<u>707,672</u>	<u>539,873</u>	<u>5,773,517</u>	<u>6,365,285</u>	
Interest expense	6,772	2,778	1,971	11,521	11,959	
Depreciation	50,365	20,658	14,661	85,684	90,464	
<i>Total functional expenses</i>	<u>\$ 4,583,109</u>	<u>\$ 731,108</u>	<u>\$ 556,505</u>	<u>\$ 5,870,722</u>	<u>\$ 6,467,708</u>	

GRANITE UNITED WAY

STATEMENTS OF CASH FLOWS

Years Ended March 31, 2015 and 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from donors	\$ 6,831,761	\$ 7,309,625
Cash received from grantors	225,439	215,464
Administrative fees	57,092	131,393
Other cash received	54,720	75,429
Cash received from trust	71,733	65,889
Designations paid	(1,347,640)	(1,532,585)
Net cash received for funds held for others	34,260	2,396
Cash paid to agencies	(2,825,524)	(3,474,980)
Cash paid to suppliers, employees, and others	(3,590,392)	(3,346,709)
<i>Net cash used in operating activities</i>	<u>(488,551)</u>	<u>(554,078)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(13,794)	(168,929)
Proceeds from sale of investments	911,378	454,149
Purchase of investments	(380,813)	(200,000)
<i>Net cash provided by investing activities</i>	<u>516,771</u>	<u>85,220</u>
CASH FLOWS USED IN FINANCING ACTIVITIES		
Repayments of long-term debt	(10,518)	(10,078)
<i>Net increase (decrease) in cash</i>	17,702	(478,936)
Cash, beginning of year	984,508	1,463,444
<i>Cash, end of year</i>	<u>\$ 1,002,210</u>	<u>\$ 984,508</u>

GRANITE UNITED WAY

STATEMENTS OF CASH FLOWS (CONTINUED)

Years Ended March 31, 2015 and 2014

	2015	2014
RECONCILIATION OF NET ASSETS (DEFICIT) TO NET CASH USED IN OPERATING ACTIVITIES		
Increase (decrease) in net assets	\$ 314,838	\$ (149,453)
Adjustments to reconcile increase (decrease) in net assets to net cash used in operating activities:		
Realized and unrealized gain on investments	(19,750)	(10,078)
Reinvested interest and dividends	(19,537)	(29,217)
Depreciation	85,684	90,464
Prior years' excess provision for uncollectible pledges	(111,654)	(200,450)
(Increase) decrease in accounts and rent receivable	1,115	(8,370)
(Increase) decrease in prepaid and reimbursable expenses	(133,324)	17,697
(Increase) decrease in contributions receivable	(90,144)	424,109
(Increase) decrease in grants receivable	11,743	(11,743)
Increase in value of beneficial interest in assets held by others	(33,850)	(110,998)
Decrease in allocated annual campaign	(310,620)	(640,730)
Increase in funds held for others	34,260	2,396
Increase (decrease) in grants payable	(86,078)	83,078
Decrease in accounts payable	(54,255)	(2,681)
Increase in accrued expenses	22,998	1,235
Decrease in deferred revenue	(99,977)	(9,337)
<i>Net cash used in operating activities</i>	<u>\$ (488,551)</u>	<u>\$ (554,078)</u>

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Cash payments for:

Interest expense	\$ 11,521	\$ 11,959
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GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Note 1. Nature of Activities

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

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

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

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 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.

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, 2015 and 2014.

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GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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 \$307,265 and \$296,346 for the campaign years ended March 31, 2015 and 2014, respectively. The provision for uncollectible pledges was calculated at 4.5% of the total pledges for both years ended March 31, 2015 and 2014.

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

Deferred revenue: The United Way charged a 10% administrative fee on the State Campaign designations for both years ended March 31, 2015 and 2014. The United Way charged 5% and 18% on most other designations for the years ended March 31, 2015 and 2014, respectively.

These administrative fees are recognized in the post campaign years, as this is the year they are available to offset administrative expenses. The administrative fees on the State Campaign are accrued on an estimated basis, but are earned on actual payments received.

(continued on next page)

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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, gift certificates, materials and other items, amounting to \$31,169 and \$43,218 have been reflected at fair value in the financial statements for the years ended March 31, 2015 and 2014, 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 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, 2015, 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 \$238,726 at March 31, 2015.

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 AC 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.

(continued on next page)

GRANITE UNITED WAY

NOTES TO 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 2012. 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.

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
<i>Total</i>	<u>\$ 558,206</u>	<u>\$ 64,193</u>	<u>\$ 1,737,703</u>

(continued on next page)

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Financial assets carried at fair value on a recurring basis consist of the following at March 31, 2014:

	Level 1	Level 2	Level 3
Money market funds	\$ 45,378	\$ 22,315	\$ -
Mutual funds:			
Domestic equity	167,200	-	-
International equity	9,272	-	-
Fixed income	256,045	-	-
Other	48,584	-	-
Fixed income funds	198,258	-	-
Municipal bonds	-	21,151	-
Corporate bonds	-	45,547	-
Beneficial interest in assets held by others	-	-	1,703,853
<i>Total</i>	<u>\$ 1,024,737</u>	<u>\$ 89,013</u>	<u>\$ 1,703,853</u>

	Beneficial interest in assets held by others
<i>Balance, April 1, 2013</i>	\$ 1,592,855
Total unrealized gains, net of fees included in changes in temporarily restricted endowment net assets	<u>110,998</u>
<i>Balance, March 31, 2014</i>	\$ 1,703,853
Total unrealized gains, net of fees included in changes in temporarily restricted endowment net assets	<u>33,850</u>
<i>Balance, March 31, 2015</i>	<u>\$ 1,737,703</u>
Amount of unrealized gains, net of fees attributable to change in unrealized gains relating to assets still held at the reporting date included in the statement of activities and changes in net assets	<u>\$ 33,850</u>

All assets have been valued using a market approach, except for the beneficial interest in assets held by others, and have been consistently applied. The market approach uses prices and other relevant information generated by market transactions involving identical or comparable assets. Prices may be indicated by pricing guides, sales transactions, market trades, or other sources. The 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, 2015 and 2014.

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

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Note 4. Property and Equipment

Property and equipment, at cost, at March 31,	2015	2014
Land, buildings and building improvements	\$ 1,817,736	\$ 1,813,402
Leasehold improvements	5,061	5,061
Furniture and equipment	347,370	337,910
<i>Total property and equipment</i>	<u>2,170,167</u>	<u>2,156,373</u>
Less accumulated depreciation	(717,626)	(631,942)
<i>Total property and equipment, net</i>	<u>\$ 1,452,541</u>	<u>\$ 1,524,431</u>

The United Way is currently in the process of selling its building in Laconia, New Hampshire. The building's carrying value amounted to \$255,017 and \$264,921 at March 31, 2015 and 2014, respectively.

Note 5. Endowment Funds Held by Others

Agency endowed funds: The United Way is a beneficiary of various agency endowment funds at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing these funds, property contributed to The New Hampshire Charitable Foundation is held as separate funds designated for the benefit of the United Way. In accordance with its spending policy, the Foundation may make distributions from the funds to the United Way. The distributions are approximately 4.03% of the market value of each fund per year. The estimated value of the future distributions from the funds is included in these financial statements as required by FASB ASC 958-605, however, all property in the fund was contributed to The New Hampshire Charitable Foundation to be held and administered for the benefit of the United Way.

The United Way received \$67,400 and \$61,909 from the agency endowed funds during the years ended March 31, 2015 and 2014, 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 \$4,333 and \$3,980 from the designated funds during the year ended March 31, 2015 and 2014, respectively. The market value of these fund's assets amounted to approximately \$111,700 and \$109,500 as of March 31, 2015 and 2014, respectively.

GRANT/TE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Note 6. Long-term Debt

<u>Long-term debt at March 31,</u>	<u>2015</u>	<u>2014</u>
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.	\$ 261,645	\$ 272,163
Less portion payable within one year	11,198	10,733
<i>Total long-term debt</i>	<u>\$ 250,447</u>	<u>\$ 261,430</u>

The scheduled maturities of long-term debt at March 31, 2015 were as follows:

<u>Year Ending March 31,</u>		
2016	\$	11,198
2017		11,683
2018		12,190
2019		12,718
2020		13,269
Thereafter		200,587
<i>Total</i>	<u>\$</u>	<u>261,645</u>

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

Note 7. Funds Held for Others

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

<u>March 31,</u>	<u>2015</u>	<u>2014</u>
Concord Multicultural Project Fund	\$ 33,038	\$ 18,721
SIFAM Ahead	23,485	-
Get Moving Manchester	1,798	1,798
Mayor's Prayer Breakfast	3,211	7,392
City of Concord Dog Park	3,606	3,606
Better Together	1,588	979
<i>Total</i>	<u>\$ 66,756</u>	<u>\$ 32,496</u>

Note 8. Endowment Funds and Net Assets

The United Way adheres to the Other Presentation Matters section of the Presentation of Financial Statements for Not-for-Profit Organizations topic of the FASB Accounting Standards Codification (FASB ASC 958-205.45).

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GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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.

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.

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GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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
	<u>\$ 9,162</u>	<u>\$ 36,305</u>	<u>\$ 100,397</u>	<u>\$ 145,864</u>

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	<u>397</u>	<u>5,921</u>	<u>-</u>	<u>6,318</u>
Endowment net assets, March 31, 2015	<u>\$ 9,162</u>	<u>\$ 36,305</u>	<u>\$ 100,397</u>	<u>\$ 145,864</u>

Endowment net asset composition by type of fund as of March 31, 2014 is as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Donor-restricted endowment funds	\$ -	\$ 30,384	\$ 100,397	\$ 130,781
Board-designated endowment funds	8,765	-	-	8,765
	<u>\$ 8,765</u>	<u>\$ 30,384</u>	<u>\$ 100,397</u>	<u>\$ 139,546</u>

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GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Changes in the endowment net assets as of March 31, 2014 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, March 31, 2014	\$ 8,280	\$ 23,152	\$ 100,397	\$ 131,829
Investment return:				
Investment income	224	3,343	-	3,567
Net appreciation (realized and unrealized)	261	3,889	-	4,150
Total investment return	485	7,232	-	7,717
Endowment net assets, March 31, 2015	\$ 8,765	\$ 30,384	\$ 100,397	\$ 139,546

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

March 31,	2015	2014
General operations	\$ 14,930	\$ 14,930
Youth programs	11,467	11,467
General operations of Whole Village	74,000	74,000
<i>Total permanently restricted net assets</i>	<u>\$ 100,397</u>	<u>\$ 100,397</u>

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

March 31,	2015	2014
Drug-Free Communities Support Program	\$ 62,197	\$ 69,279
Contributions receivable related to campaigns	3,514,617	3,312,819
Designations payable to other agencies and United Ways	(971,039)	(847,348)
Volunteer income tax assistance program	33,630	33,802
Other programs	6,403	3,571
Berlin area direct services	7,701	18,471
Agency endowed funds at the New Hampshire Charitable Foundation	1,737,703	1,703,853
Portion of perpetual endowment funds subject to time restriction under UPMIFA	36,305	30,384
<i>Total temporarily restricted net assets</i>	<u>\$ 4,427,517</u>	<u>\$ 4,324,831</u>

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GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

At March 31, 2015 and 2014, the Board of Directors has designated net assets amounting to \$394,087 and \$54,539 respectively, which are funds set aside to meet the emerging opportunity needs of the community as they arise.

Note 9. Pension Fund

The United Way sponsors a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code, whereby electing employees contribute a portion of their salaries to the plan. For the years ended March 31, 2015 and 2014, the United Way contributed \$72,415 and \$71,131, respectively to employees participating in the plan.

Note 10. Lease Commitments

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 of the lease is for five years and has an option to renew for two additional five-year terms. The terms of the lease require monthly payments of \$2,373. The rent will be increased by 2% annually on each anniversary date of the lease. The lease also requires the United Way to pay its share of other costs such as taxes, maintenance and insurance amounting to \$500 per month. As of the end of the lease term, May 31, 2015, the United Way has not renewed for an additional term and is currently leasing on a month-to-month basis.

During the year ended March 31, 2015, the United Way leased additional office space in the same building. There was a partial rental amount of \$435 due for December, 2014 with monthly payments of \$600 for the remainder of the fiscal year. Monthly payments increase to \$875 beginning in May, 2015. The lease agreement is an addendum to the operating lease agreement for the main office space.

Total rent expense related to this lease amounted to \$39,572 and \$36,320 for the years ended March 31, 2015 and 2014, 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 and \$2,279 for the years ended March 31, 2015 and 2014, respectively.

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

<u>Year ending March, 31</u>	
2016	9,751
2017	2,036
2018	2,036
2019	1,018
<i>Total</i>	<u>\$ 14,841</u>

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Note 11. 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, 2015 and 2014, the dues amounted to \$3,259 and \$3,060, respectively.

The United Way rents space in the building which they own and occupy to twelve non-affiliated, non-profit organizations. The monthly lease payments range from \$125 to \$1,250 per month. For the years ended March 31, 2015 and 2014, the rental income amounted to \$46,285 and \$57,654, 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 12. Other Program Services

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

Year ending March 31,		2015	2014
Women's Leadership Council	\$	27,302	\$ 26,634
Financial Stability Program		44,287	14,970
Whole Village Family Resource Center		33,894	7,711
Service Learning Partnership		35,000	-
Northern NH direct client services		11,185	8,857
Youth Venture Program		592	4,994
Bring It Program		26,421	25,366
Other program services		4,114	5,306
Carroll County United		15,313	1,419
Curcuna Community Service Fund		69	1,451
Concord Plan to End Homelessness		-	2,300
Lakes Region Public Access		-	2,370
<i>Total</i>	\$	<u>198,177</u>	\$ <u>101,378</u>

Note 13. Payment to Affiliated Organizations and Related Party

The United Way paid dues to United Way of Worldwide. The United Way's dues paid to this affiliated organization aggregated \$65,855 and \$66,249 for the years ended March 31, 2015 and 2014, 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 \$213,696 and \$227,705 for the years ended March 31, 2015 and 2014, respectively.

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GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Included in prepaid and reimbursable expenses in the accompanying statements of financial position is \$103,631 and \$16,932 at March 31, 2015 and 2014, respectively, that is due to United Way from United Ways of New Hampshire.

In addition, the United Ways of New Hampshire operates the 211 program. The United Way paid dues amounting to \$120,768 and \$116,148 to the United Ways of New Hampshire for the 211 program for the years ended March 31, 2015 and 2014, respectively.

Note 14. Reclassifications

Certain reclassifications have been made to the March 31, 2014 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 15. Subsequent Events

During April 2015, the United Way entered into a lease agreement with the option to purchase on the building in Laconia, New Hampshire as mentioned in Note 4. The term of the lease begins on April 1, 2015 and expires on October 31, 2016. The tenant has the option to purchase at any time during the lease. Monthly lease payments are \$1,600.

The United Way has evaluated subsequent events through July 14, 2015, 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, 2015.



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

**INDEPENDENT AUDITOR'S REPORT
ON THE SUPPLEMENTARY INFORMATION**

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

Our audit was made for the purpose of forming an opinion on the basic financial statements taken as a whole. The supplementary schedules of community impact awards to qualified partner agencies and emerging opportunity grants by region is presented for purposes of additional analysis and is not a required part of the basic 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 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 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 basic financial statements taken as a whole.

Nathan Wechsler & Company

Concord, New Hampshire
July 14, 2015

GRANT/UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
 PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
 MERRIMACK COUNTY REGION
 Year Ended March 31, 2015

	Community Impact Awards
Blueberry Express Day Care	\$ 32,000
Boys and Girls Clubs of Greater Concord	25,000
Child & Family Services:	
Mental Health/Substance Abuse	12,000
Family Counseling	15,000
Community Action Program:	
CAP-Meals on Wheels	19,353
Community Bridges:	
Early Supports & Services	21,247
Concord Coalition to End Homelessness	25,000
Concord Family YMCA:	
Child Development Center	20,000
Summer Camp Program	25,000
Copper Cannon Camp	4,000
Crisis Center of Central NH	14,000
Merrimack Valley Day Care	80,000
NH Legal Assistance	47,500

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, 2015

	<u>Community Impact Awards</u>
NH Pro Bono Referral System	\$ 15,000
Penacook Community Center:	
Child, Youth and Families	40,000
Pittsfield Youth Workshop	25,000
Riverbend Community Mental Health - Emergency Services	50,000
Second Start:	
Adult Education	27,500
Alternative High School	8,000
First Start	16,167
The Friends Program:	
Foster Grandparents	18,000
Tiny Twisters Childcare Center	20,000
White Birch Community Center	17,500
	<u>\$ 607,567</u>
	<u>Emerging Opportunity Grants</u>
South Congregation Church - Cold Weather Overnight Shelter	\$ 2,000
Bridges Out of Poverty Workshop	6,794
	<u>\$ 8,794</u>

GRANTEE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
NORTH COUNTRY REGION
Year Ended March 31, 2015

	<u>Community Impact Awards</u>
Boys and Girls Club of the North Country - After School Program	\$ 10,000
Child and Family Services - Parenting Plus	3,000
Copper Cannon Camp	2,000
Grafton County Senior Citizens:	
Aging Services	10,000
RSVP Bone Builders	5,000
ServiceLink	1,500
NH Legal Assistance	3,000
Northern Human Services	3,200
Tri-County Community Action Program	4,000
White Mountains Community College	1,600
	<u>\$ 43,300</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
 PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
 UPPER VALLEY REGION
 Year Ended March 31, 2015

	<u>Community Impact Awards</u>
Alice Peck Day Memorial Hospital	\$ 18,000
Child & Family Services of NH:	
Family Counseling	15,000
Prevention & Intervention	14,925
Safe Visitation Program	25,000
Child Care Center in Norwich	7,200
Child Care Resource	3,375
Community Action Program - Belknap-Merrimack Counties - WIC	2,500
Copper Cannon Camp	1,000
Cover Home Repair	27,000
Dismas of Vermont	18,000
Girls Inc. of NH	7,000
Global Campuses Foundation	8,000
Good Neighbor Health/Red Logan Dental Clinic - Free Medical and Dental Care	22,000
Grafton County Senior Citizens Council:	
Chore Corps	2,400
Helping to Stretch Older Adults' Incomes	13,500
ServiceLink	2,500
Green Mountain Children's Center	18,500
Headrest	15,000
HIV/HCV Resource Center	6,900
More Than Wheels	12,000
NII Legal Assistance	5,000
NH Pro Bono	3,000
Prevent Child Abuse Vermont	4,000
Safeline, Inc.	8,000

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, 2015

	<u>Community Impact Awards</u>
Second Wind Foundation:	
Community Education & Advocacy	\$ 10,000
Turning Point Recovery Center	19,000
Willow Grove	18,000
Special Needs Support Center of the Upper Valley:	
Educational Advocacy	6,000
Springfield Family Center - Lunch at Home	13,200
Southeastern Vermont Community Action:	
Fuel and Housing Assistance	20,000
Financial Fitness	8,000
The Family Place - Child Advocacy Center	3,000
The Children's Center of the Upper Valley	16,000
The Mayhew Program	4,000
Upper Valley Haven:	
Community Services Program	10,000
Shelter Services Program	20,000
Valley Court Diversion Program:	
Court Diversion Program	18,000
Visiting Nurse Association and Hospice of VT & NH - Maternal and Child Health	8,000
Willing Hands - Feeding Hungry Neighbors	4,999
Windham and Windsor Housing Trust:	
Financial Capabilities	8,000
Support and Services at Home	7,000
WISE:	
Crisis Intervention & Support Services	18,000
Emergency Shelter & Housing	6,000
Prevention & Community Education	6,000
	<u>\$ 482,999</u>
	<u>Emerging Opportunity Grants</u>
Ottauguechee Health Foundation	\$ 1,000
Windham and Windsor Housing Trust	5,000
Headrest Crisis Hotline	6,500
Springfield Warming Shelter	3,000
Child and Family Services - Supervised Visitation and Exchange Program	2,500
	<u>\$ 18,000</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
 PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
 SOUTHERN REGION
 Year Ended March 31, 2015

	<u>Community Impact Awards</u>
City Year New Hampshire - Whole School Whole Child	45,000
Easter Seals New Hampshire, Inc.:	
Child Development & Family Resource Center	50,000
Manchester Neighborhood Health Improvement Strategy:	
Building Adult Capacities Collaborative	210,000
Childhood Resiliency and Care Coordination	270,000
Manchester Community Health Center:	
Behavioral Health Integration Program	35,000
NH Legal Assistance - Civil Legal Aid for Low-Income and Elderly	40,000
Plaistow Community YMCA	20,000
Serenity Place - Crisis Services & Transitional Living Program	50,000
The Granite YMCA:	
YMCA Start	20,000
The Mental Health Center of Greater Manchester - Bedford Counseling Assoc.	35,000
The Upper Room, A Family Resource Center:	
Adolescent Wellness Program (AWP)	20,000
The Way Home-Steps to Success in Safe, Affordable Housing	45,000
YWCA New Hampshire - Crisis Service	40,000
	<u>\$ 880,000</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
NORTHERN REGION
Year Ended March 31, 2015

	<u>Community Impact Awards</u>
Community Financial Fitness	\$ 517
Conway Village Congregational Church:	
Conway Dinner Bell	2,250
Food Pantry	2,250
Copper Cannon Camp	1,000
Harvest Christian Fellowship:	
Community Café	1,000
Feeding Hope Food Pantry	3,000
Helping Hands North, Inc.	3,000
NH Legal Assistance	2,000
Northern Human Services	4,000
The Family Resource Center (Gorham)	1,500
White Mountain Community College:	
Assisting People in Transition	1,000
Child Development Center	1,000
	<u>\$ 22,517</u>

GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
CENTRAL REGION
Year Ended March 31, 2015

	<u>Community Impact Awards</u>
Appalachian Mountain Teen Project	\$ 10,000
Belknap County Economic Development Council	25,000
Boys and Girls Club of the Lakes Region	20,000
Family Resource Center (Wrap Around)	35,000
Health First Family Clinic	42,500
Laconia Area Land Trust	35,000
Lakes Region Child Care	60,000
Salvation Army	25,000
	<u>\$ 252,500</u>
	<u>Emerging Opportunity Grants</u>
Leadership Lakes Region	\$ 750
Bridges Out of Poverty Workshop	2,994
	<u>\$ 3,744</u>

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Manchester Health Department
Southern Region CIC Chair

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 CASH Coalition of NH
- Co-organized statewide NH Asset Summits in 2013 & 2015
- Coordinated Franklin and Manchester, NH VITA sites, resulting in 742% increase in families served.
- Coordinated matched savings program for first time home ownership, college funding, small business and vehicle purchase.
- Developed information and referral services for Family Resource Center.
- Organized “It’s Your Money” Show to provide 200 adults and youth access to financial resources.

Workforce Development/Training

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

Work with Diverse and Underserved Populations

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

Employment

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

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

EDUCATION

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

CIVIC

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

NICHOLAS D. JOSLIN



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 specialist (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

Information and referral specialist July 2012- Current

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. Perform 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. Perform 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 lading 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.

PAULA R. NINIVAGGI

SUMMARY and ACCOMPLISHMENTS

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

EXPERIENCE

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

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

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

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

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

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

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

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

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

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

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

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

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

EDUCATION

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

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

References provided upon request.

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services Bureau of Elderly & Adult Services

Agency Name: Granite United Way

Name of Program/Service: Refer 7 Database System Administrator

BUDGET PERIOD: 7/1/15 - 9/30/16			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Patrick Tufts, President		0.00%	\$0.00
William Sherry, Chief Operating Officer		0.00%	\$0.00
Cindy Read, Chief Financial Officer		0.00%	\$0.00
Jennifer Higgins Pitre, Director of Philanthropy		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
		0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$0.00

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



67 mac

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Diane Langley
Director

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

June 1, 2015

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

REQUESTED ACTION

Authorize the Department of Health & Human Services (DHHS), Division of Community Based Care Services, Bureau of Elderly and Adult Services, to exercise a renewal option to an existing agreement with Granite United Way (Vendor 160015-B001), 22 Concord Street Floor 2, Manchester, NH, 03101, for the continuation of system support Administration for the Refer 7 database that is used by the Department and its contractors to provide Information and Referral services to citizens in New Hampshire, by increasing the price limitation by \$69,611 from \$89,220 to an amount not to exceed \$158,831, and extending the completion date from June 30, 2015 to June 30, 2016, effective July 1, 2015 or date of Governor and Council approval, whichever is later. 42% Federal and 58% General Funds.

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2016, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified, without approval from Governor and Executive Council.

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

SFY	Class/Object	Class Title	Activity Number	Amount
2015	570-500928	Family Care Giver	48130316	\$15,197
2016	570-500928	Family Care Giver	48130316	\$21,001
			Total	\$36,198

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

SFY	Class/Object	Class Title	Activity Number	Amount
2015	102-500731	Contracts for Prog Svc	48130461	\$9,804
2016	102-500731	Contracts for Prog Svc	48130461	\$4,000
			Total	\$13,804

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

SFY	Class/Object	Class Title	Activity Number	Amount
2015	545-500387	Information & Referral Contracts	48130205	\$10,295
2016	545-500387	Information & Referral Contracts	48130205	\$10,295
			Total	\$20,590

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

SFY	Class/Object	Class Title	Activity Number	Amount
2015	102-500731	Contracts for Prog Svc	48130291	\$24,020
2016	102-500731	Contracts for Prog Svc	48130291	\$24,020
			Total	\$48,040

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

SFY	Class/Object	Class Title	Activity Number	Amount
2015	550-500398	Assessment and Counseling	48130280	\$10,295
2016	550-500398	Assessment and Counseling	48130280	\$10,295
			Total	\$10,500

05-95-49-49050000-29850000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIV OF COMMUNITY BASED CARE SERVICES, COMMUNITY BASED CARE SERVICES, BALANCE INCENTIVE PROGRAM BIP

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

EXPLANATION

Approval of this Amendment will allow the Department to continue to provide for the continuation of system support Administration for the Refer 7 database that is used by the Department and its contractors to provide Information and Referral services to citizens in New Hampshire.

The Contractor will ensure that the information in the database is updated and maintained in accordance with the National Alliance for Information and Referral Standards, and ensure information reflects the full range of Medicaid long term services and supports so that citizens of New Hampshire have accurate and reliable information. The Contractor will train additional Department staff and other contractors in the skills needed to utilize the Refer 7 database to better serve their clients as well as enhance and expand Refer 7 database business operating standards.

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

This Contractor was selected through a competitive bid process.

The original Agreement and Governor and Council letter contains an option 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. The Department and the Contractor have agreed to extend the contract for one additional year.

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

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

Area Served: Statewide

Source of Funds:

42% federal funds from:

- Medicaid, CFDA #93.778, FAIN #NH20144;
- Administration for Children & Families, Social Services Block Grant; CFDA #93.667, FAIN # G1301NHSOSR;

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

58% general funds

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

Respectfully submitted,


Diane Langley
Director

Approved by: 
Nicholas A. Toumpas
Commissioner



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

Denis Goulet
Commissioner

June 5, 2015

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into an amendment with Granite United Way, 22 Concord Street, Floor 2, Manchester, NH 03101, for the continuation of system support administration for the Refer 7 database as described below and referenced as DoIT No. 2015-058A.

The purpose of this agreement is to enable the Granite United Way to continue to service the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services with system support administration for the Refer 7 database that is used by the Department and its contractors to provide information and referral services to citizens in New Hampshire. This agreement includes funding for \$69,611, increasing the total funding amount from \$89,220 to \$158,831, and extending the completion date from June 30, 2015 to June 30, 2016, effective July 1, 2015 or date of Governor and Council approval whichever is later.

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

Sincerely,

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

Denis Goulet

DG/mh
Contract #2015-058

cc: Leslie Mason, DoIT



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

This first Amendment to the Refer 7 Database System Support Administrator contract (hereinafter referred to as "Amendment #1") dated April 30, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Granite United Way (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 22 Concord Street, Floor 2, Manchester, NH, 03101.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on September 17, 2014 (item #11) (hereinafter referred to as the "Contract"), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract 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 Agreement (section 18 of the General Provisions of the Form P-37), and Exhibit C-1 Paragraph 4, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the Department and the Contractor agree to extend the program by one year and increase the price limitation; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date, by extending the date to June 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation, to read: \$158,831.
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number to read: (603) 271-9558.
6. Delete in its entirety paragraph 13 of Exhibit A, Scope of Services.



7. Amend Exhibit B, Methods and Conditions Precedent to Payment paragraph 5 by striking:
 5. Reimbursement for expenditures shall be in accordance with the approved line item budget shown in Exhibit B-1. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

and inserting in its place:

 5. Reimbursement for expenditures shall be in accordance with the approved budgets shown in Exhibit B-1 and Exhibit B-2. Allowable costs and expenses shall be determined by the Department in accordance with applicable state and federal laws and regulations.

8. Add Exhibit B-2.
9. Delete in its entirety Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.



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

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/3/15
Date

Marie Mhan
Diane Langley
Director

Granite United Way

6/2/15
Date

Patrick Tufts
NAME Patrick Tufts
TITLE President

Acknowledgement:

State of NH, County of Grafton on 6/2/15, before the undersigned officer, personally appeared the person identified 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

Terrah Hussey - Notary

Name and Title of Notary or Justice of the Peace

J & J





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

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

OFFICE OF THE ATTORNEY GENERAL

6/8/15
Date

[Signature]
Name: Miguel A. Lopez
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit B-2

BUDGET FORM

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

Bidder Name: Granite United Way

Budget Request for: Refer 7 Database System Support Administrator
Name of Program

Budget Period: 7/1/15 to 6/30/16

1. Total Salary/Wages	\$ 47,630	\$ 4,763	\$ 52,393
2. Employee Benefits	\$ 12,342	\$ 1,235	\$ 13,577
3. Consultants			\$ -
4. Equipment:			\$ -
Rental			\$ -
Repair and Maintenance			\$ -
Purchase/Depreciation			\$ -
5. Supplies:			\$ -
Educational			\$ -
Lab			\$ -
Pharmacy			\$ -
Medical			\$ -
Office	\$ 800	\$ 80	\$ 880
6. Travel	\$ 1,200	\$ 120	\$ 1,320
7. Occupancy			\$ -
8. Current Expenses			\$ -
Telephone	\$ 660	\$ 66	\$ 726
Postage			\$ -
Subscriptions			\$ -
Audit and Legal			\$ -
Insurance			\$ -
Board Expenses			\$ -
9. Software			\$ -
10. Marketing/Communications			\$ -
11. Staff Education and Training	\$ 650	\$ 65	\$ 715
12. Subcontracts/Agreements			\$ -
13. Other (specific details mandatory):			\$ -
			\$ -
			\$ -
TOTAL	\$ 63,282	\$ 6,329	\$ 69,611

Indirect As A Percent of Direct

10.0%



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

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

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

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

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

Exhibit G

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

Contractor Initials PT

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

6/2/15
Date



Name: Patrick Tufts
Title: President

Exhibit G

Contractor Initials

PT

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

Date

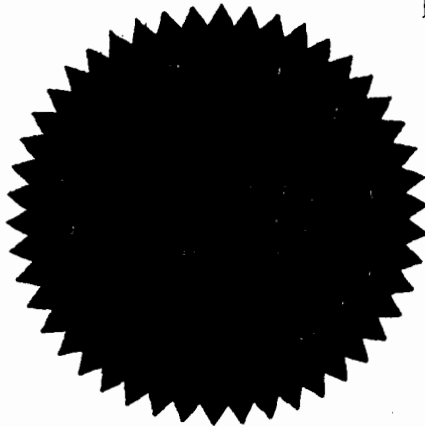
6/2/15

State of New Hampshire
Department of State

CERTIFICATE

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

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April, A.D. 2015



William M. Gardner

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, K. Mark Primeau, do hereby certify that:
(Name of the elected Officer of the Agency: cannot be contract signatory)

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on May 28, 2015
(Date)

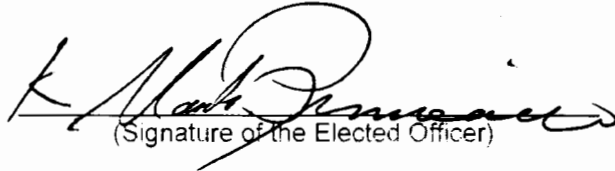
RESOLVED: That the President and CEO
(Title of Contract Signatory)

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 2nd day of June, 2015.
(Date Contract Signed)

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

of the Agency.


(Signature of the Elected Officer)

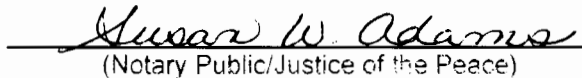
STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledged before me this 2nd day of June, 2015.

By K. Mark Primeau
(Name of Elected Officer of the Agency)




(Notary Public/Justice of the Peace)

Commission Expires: 11/14/2017

3
SP

11 MTT



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Diane Langley
Director

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

August 14, 2014

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

572 Federal funds
436 General funds

REQUESTED ACTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXPLANATION

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

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

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

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

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

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

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

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
August 14, 2014
Page 4 of 4

Area Served: Statewide

Source of Funds:

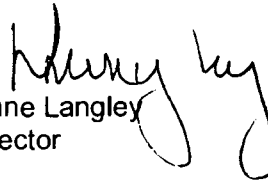
57% federal funds from:

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

43% general funds

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

Respectfully submitted,


Diane Langley
Director

Approved by: 
Nicholas A. Toumpas
Commissioner

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

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

Review Committee

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



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

Steven J. Kelleher
Acting Commissioner

August 25, 2014

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

Dear Commissioner Toumpas:

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

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

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

Sincerely,

A handwritten signature in black ink that reads "Steven J. Kelleher".

Steven J. Kelleher

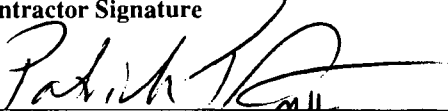
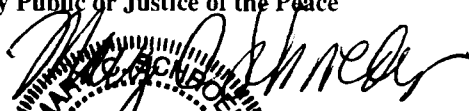
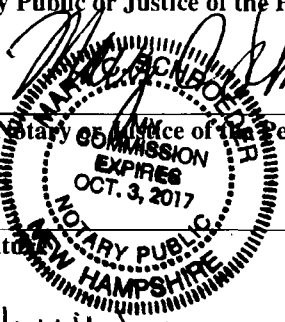
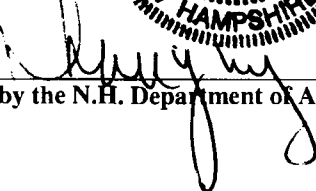
SJK/ltn
RFP 2015-058

cc: Wendi Aultman, DHHS
Leslie Mason, DoIT

Subject: Refer 7 Database System Support Administrator

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

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Stree Concord NH 03301	
1.3 Contractor Name Granite United Way		1.4 Contractor Address 22 Concord Street, Floor 2 Manchester NH 03101	
1.5 Contractor Phone Number 603-625-6939	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$89,220.
1.9 Contracting Officer for State Agency Wendi Aultman		1.10 State Agency Telephone Number 603-271-9068	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Patrick M. Tufts, President and CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>8/15/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary Public or Justice of the Peace 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Diane Langley, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>M.K. Brown</u> On: <u>Aug 19, 2014</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

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

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

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

Contractor Initials: PI
Date: 6-13-2014

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: PT
Date: 8-13-2014

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

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Scope of Services

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

[Handwritten Signature]

3-13-2014



Exhibit A

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



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

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



8. Privacy and Security of Information

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

9. Culturally and Linguistically Appropriate Standards of Care

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

10. Compliance with Laws and Regulations

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

11. Contract Monitoring

The Contractor shall:

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

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

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

12. Financial Integrity Maintenance

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

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

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



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

Table A - Risk Analysis Assessment Ratios Matrix

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



Table A - Risk Analysis Assessment Ratios Matrix

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



Table A - Risk Analysis Assessment Ratios Matrix

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



Table A - Risk Analysis Assessment Ratios Matrix

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



Table A - Risk Analysis Assessment Ratios Matrix

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

13. Agreement Elements

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



Method and Conditions Precedent to Payment

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

The invoice must be submitted to:
Laurie Heath
Department of Health and Human Services
Bureau of Elderly and Adult Services
129 Pleasant Street
Concord, NH 03301

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



Exhibit B

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

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

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

Contractor Initials PT
Date 8-13-2014

Exhibit B-1

BUDGET FORM

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

Bidder Name: Granite United Way

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

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

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

Indirect As A Percent of Direct

10.0%



SPECIAL PROVISIONS

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

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



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

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

PT

8-13-2011



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. Subparagraph 14.1.1 of the General Provisions of this contract, is deleted and the following subparagraph is added:
 - 14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence with additional general liability umbrella coverage of not less than \$1,000,000.
4. Contract Extension: The Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D

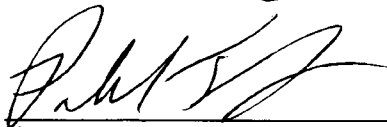


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

8-13-2014
Date

Contractor Name: Granite United Way

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



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Granite United Way

[Signature]
Name:

Title: President/CEO

8-13-2014
Date



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Granite United Way

8-13-2014
Date


Name:
Title: President & CEO



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

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

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: Granite United Way

8-13-2014
Date

Paul Tuttle
Name:
Title: President & CEO



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Granite United Way

[Signature]
Name: _____
Title: President & CEO

8-13-2014
Date



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

Business Associate Use and Disclosure of Protected Health Information.

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Dept of Health & Human Services
The State

Diane Langley
Signature of Authorized Representative

Diane Langley
Name of Authorized Representative

Director
Title of Authorized Representative

8/14/14
Date

Granite United Way
Name of the Contractor

Patrick Tufts
Signature of Authorized Representative

PATRICK TUFTS
Name of Authorized Representative

President & CEO
Title of Authorized Representative

8-13-2014
Date



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

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

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

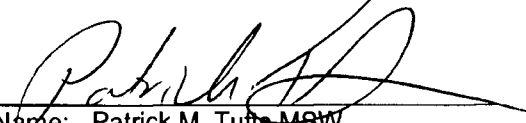
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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

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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Granite United Way


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

8-13-2014
Date



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?

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: _____

PT

8-13-2014

State of New Hampshire
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of May A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without Seal)

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

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

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

Refer 7 database administration services.

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 13th day of August, 2014.
(Date Contract Signed)

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

of the Corporation.

Jeremy Veilleux
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsborough

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

By Jeremy Veilleux.
(Name of Clerk of the Corporation)

Mary C. Schroeder
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/31/2014

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. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511		CONTACT NAME: Sara Hartshorn PHONE (A/C No. Ext.): (603) 224-2562 FAX (A/C No.): (603) 224-8012 E-MAIL ADDRESS: shartshorn@rowleyagency.com	
INSURED Granite United Way 46 South Main Street Concord NH 03301		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Ins Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES	CERTIFICATE NUMBER: 14-15 All	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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ZHV900337103	1/1/2014	1/1/2015	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 - COM/PROP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ZHV900337103	1/1/2014	1/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			ZHV9003210-03	1/1/2014	1/1/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ZHV8996802-03 3A States: NH	1/1/2014	1/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Covering operations of the Named Insured during the policy period. The insurance coverage is for all locations including 22 Concord St., Manchester, NH.

CERTIFICATE HOLDER State of New Hampshire Dept. of Health and Human Services Contracts and Procurement Unit 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Sara Hartshorn/SBH <i>Sara Hartshorn</i>



Granite United Way

LIVE UNITED

MISSION STATEMENT

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

Granite United Way

Merimack County
45 South Main Street
Concord, NH 03301
503.224.2595

Southern Region
22 Concord Street
Manchester, NH 03101
503.625.6939

York County
P.O. Box 311
Littleton, NH 03561
503.444.1555

Northern Region
96 Main Street
Dorris, NH 03570
503.752.3343

Upper Valley
21 Technology Drive
Pt. Lebanon, NH 03764
503.298.8499

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

White Village
258 Highland Street
Plymouth, NH 03264
503.536.3720

Carroll County United
4484 White Mt. Highway
Tamworth, NH 03885
503.323.8139



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

INDEPENDENT AUDITOR'S REPORT

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

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

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

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

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

Opinion

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

Emphasis of Matter

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

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

GRANITE UNITED WAY
STATEMENT OF FINANCIAL POSITION
March 31, 2013

ASSETS	Unrestricted	Temporarily Restricted		Permanently Restricted	Total
		Campaign	Endowment		
CURRENT ASSETS					
Cash	\$ 1,349,169	\$ 114,275	-	-	\$ 1,463,444
Prepaid and reimbursable expenses	105,340	-	-	-	105,340
Contributions receivable, net of allowance for uncollectible contributions \$766,070	-	3,536,478	-	-	3,536,478
<i>Total current assets</i>	<u>1,454,509</u>	<u>3,650,753</u>	-	-	<u>5,105,262</u>
OTHER ASSETS					
Property and equipment, net	1,445,965	-	-	-	1,445,965
Investments	1,201,808	-	23,152	100,397	1,325,357
Beneficial interest in assets held by others	-	-	1,592,855	-	1,592,855
	2,647,773	-	1,616,007	100,397	4,364,177
<i>Total assets</i>	<u>\$ 4,102,282</u>	<u>\$ 3,650,753</u>	<u>\$ 1,616,007</u>	<u>\$ 100,397</u>	<u>\$ 9,469,439</u>
LIABILITIES AND NET ASSETS					
CURRENT LIABILITIES					
ALLOCATED ANNUAL CAMPAIGN SUPPORT DESIGNATED FOR FUTURE PERIODS					
Future allocations payable	\$ 3,413,527	\$ -	\$ -	\$ -	\$ 3,413,527
Donor-designations payable:					
Non-state employees	255,216	765,647	-	-	1,020,863
State of New Hampshire employees	54,923	54,922	-	-	109,845
	3,723,666	820,569	-	-	4,544,235
Current maturities of long-term debt	10,287	-	-	-	10,287
Funds held for others	30,100	-	-	-	30,100
Grant payable	25,000	-	-	-	25,000
Accounts payable	62,846	-	-	-	62,846
Accrued expenses	115,432	-	-	-	115,432
Deferred revenue	152,152	-	-	-	152,152
<i>Total current liabilities</i>	<u>4,119,483</u>	<u>820,569</u>	-	-	<u>4,940,052</u>
LONG-TERM DEBT, less current maturities	271,954	-	-	-	271,954
COMMITMENTS (See Notes)					
NET ASSETS (DEFICIT):					
Unrestricted	(1,452,879)	-	-	-	(1,452,879)
Unrestricted, invested in property and equipment	1,163,724	-	-	-	1,163,724
<i>Total unrestricted net deficit</i>	<u>(289,155)</u>	-	-	-	<u>(289,155)</u>
Temporarily restricted	-	2,830,184	1,616,007	-	4,446,191
Permanently restricted	-	-	-	100,397	100,397
<i>Total net assets (deficit)</i>	<u>(289,155)</u>	<u>2,830,184</u>	<u>1,616,007</u>	<u>100,397</u>	<u>4,257,433</u>
<i>Total liabilities and net assets</i>	<u>\$ 4,102,282</u>	<u>\$ 3,650,753</u>	<u>\$ 1,616,007</u>	<u>\$ 100,397</u>	<u>\$ 9,469,439</u>

GRANITE UNITED WAY

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

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

GRANITE UNITED WAY

STATEMENT OF FUNCTIONAL EXPENSES

Year Ended March 31, 2013

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

GRANITE UNITED WAY

STATEMENT OF CASH FLOWS

Year Ended March 31, 2013

CASH FLOWS FROM OPERATING ACTIVITIES

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

CASH FLOWS FROM INVESTING ACTIVITIES

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

CASH FLOWS USED IN FINANCING ACTIVITIES

Repayments of long-term debt	<u>(2,493)</u>
<i>Net decrease in cash</i>	<u>(376,418)</u>

Cash, beginning of year	<u>1,839,862</u>
<i>Cash, end of year</i>	<u>\$ 1,463,444</u>

SUPPLEMENTAL SCHEDULE OF NONCASH OPERATING ACTIVITIES

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

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Unit4 Business Software

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Bedor Management & Investments
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2014 Treasurer

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Town of Hanover

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Nannu Nobis
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Sean Owen
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President & CEO, Granite United Way


Curt Uehlein
COO of Apoolo Global

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

CONTRACTOR NAME

Key Personnel

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



Professional Profile

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

Skills Summary

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

Professional Experience

2-1-1 New Hampshire – Manchester, NH

November, 2007 - Present

Program Director

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

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

AIRS Certified Information & Referral Specialist

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

USI New England - Manchester, NH

August, 2001 – March, 2004

Administrative Assistant

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

Oxford Health Plans-Hooksett, NH

February, 1999 – July, 2001

Provider & Member Service Associate

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

PC & Mac Connection – Keene, NH

May, 1996 – July, 1998

Inbound Sales Associate

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

Education

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

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

Meredith N. Stidham

Education

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

Experience

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

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

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

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

United Way Intern (September 2010 – May 2011)

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

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

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

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

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

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

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

Technological Skills

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

Tina M. Ricketts

Summary:

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

Education:

Jan 1998 - Feb 2000 University of Houston, Houston TX

- Majored in Psychology

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

- Majored in Psychology and Sociology

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

- Majored in Psychology and Spanish

Graduated 1995 Galena Park High School Galena Park, TX

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

Career Experience:

2-1-1NH

PO Box 211

Manchester, NH 03105

Associate Director and Resource Database Manager

10/15/07 - Present

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

Responsibilities include:

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

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

Responsibilities included:

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

OneTravel.com
Airline Contract Manager

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