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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 10, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to **Retroactively** amend an existing **Sole Source** contract with Granite United Way (Vendor #160015-B001), Concord, NH to continue providing substance use disorder information and call referral services through the use of 2-1-1 NH, statewide, by exercising a renewal option by increasing the price limitation by $247,156 from $1,100,000 to $1,347,156 and by extending the completion date from September 29, 2020 to September 29, 2021 effective retroactive to September 30, 2020 upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on October 31, 2018, (Item #17) and most recently amended with Governor and Council approval on May 6, 2020, (Item #36).

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

05-95-92-020510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2019	102-500731	Contracts for Program Services	92057040	$378,400	$(192,138)	$186,262
2020	102-500731	Contracts for Program Services	92057040	$600,000	$(158,305)	$441,695
2021	102-500731	Contracts for Program Services	92057040	$121,600	$0	$121,600

2021	102-500731	Contracts for Program Services	92057047	$0	$121,600	$121,600
2021	102-500731	Contracts for Program Services	92057048	$0	$317,333	$317,333
2022	102-500731	Contracts for Program Services	92057048	$0	$158,666	$158,666
			Total	**$1,100,000**	**$247,156**	**1,347,156**

EXPLANATION

This request is **Retroactive** because there could not be a lapse in services to clients. Additionally, sufficient funds in State Fiscal Year 2021 were not available in the operating budget considering the grant amount awarded, and due to delay by the Substance Abuse and Mental Health Services Administration (SAMHSA) in approving New Hampshire's requests for continued State Opioid Response Grant funding the efforts to add the state appropriations were deferred.

This request is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source. The Department utilizes 2-1-1 NH as its public-facing system to access information and service referrals for substance use disorder services.

The purpose of this request is to continue enhancing and increasing substance use disorder information and referral services through 2-1-1 NH, a telephonic service that provides confidential information about substance use disorder support services, and referrals for individuals and their families statewide.

Approximately 30,000 individuals will be served from September 30, 2020 through September 29, 2021.

Individuals calling 2-1-1 NH seeking information or substance use disorder service access are referred to current resources in their community and, when appropriate, directly connected to an on-call clinician associated with Doorways services.

Services provided through 2-1-1 NH are multilingual and available twenty-four (24) hours per day, seven (7) days per week. Call center services have been enhanced to include assistance with locating transportation for eligible clients; providing assistance for clients who are in need of emergency shelter, and utilizing a respite shelter voucher policy for Doorway clients and their families.

The Department will continue monitoring contracted services using the following performance measures:

- The percentage of callers who received a busy tone when they call.
- The average amount of time callers wait in call queues before an agent responds.
- The percentage of callers who hang-up before reaching an agent.
- The average amount of time for the call to be answered.

As referenced in Exhibit C-1 of the original contract, the parties have the option to extend the agreement for up to two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The department is exercising its option to renew services for one (1) of the two (2) years available at this time.

Should the Governor and Council not authorize this request, individuals seeking help for substance use disorders may not have a phone number to call to initiate asking for help, which could result in potential delays in their access to care.

Area served: Statewide.

Source of Funds: CFDA #93.788, FAIN TI081685 and FAIN TI083326.

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

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

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

Denis Goulet
Commissioner

February 3, 2021

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to retroactively amend an existing Sole Source contract with Granite United Way of, Concord, NH as described below and referenced as DoIT No. 2019-053B.

> The purpose of this amendment is to enhance and increase substance use disorder information and referral services through the 2-1-1 NH statewide telephonic service that provides confidential information about substance use disorder support services, and referrals for individuals and their families statewide.
>
> The funding amount for this amendment is $247,156, increasing the current contract from $1,100,000 to $1,347,156 and by extending the completion date to September 29, 2021, from the original completion date of September 29, 2020. This amendment shall become effective retroactive to September 30, 2020 upon Governor and Executive Council approval through September 29, 2021.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2015-053B
RID: N/A
cc: Michael Williams, IT Manager, DoIT

State of New Hampshire
Department of Health and Human Services
Amendment #2 to the Call Center (211) Contract

This 2nd Amendment to the Call Center (211) contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Granite United Way, (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 22 Concord Street, 2nd Floor, Manchester, NH 03105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018, (Item #17), as amended on May 6, 2020, (Item #36), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   September 29, 2021.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,347,156.

3. Modify Exhibit A Amendment #1, Scope of Services, Section 2, Scope of Work, Subsection 2.3, to read:

   2.3. The Contractor shall coordinate social marketing campaigns, including but not limited to the Doorway public messaging campaign, that promote 2-1-1 NH with existing networks that include, but are not limited to the Regional Public Health Networks (RPHNs)

4. Modify Exhibit A, Amendment #1, Scope of Services, Section 3, State Opioid Response (SOR) Grant Standards, to read:

   3.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways, compliant with all applicable confidentiality laws, including 42 CFR Part 2.

   3.2. The Contractor shall assist the Department with verifying that client referrals to the Doorways have been completed by the Contractor.

   3.3. The Contractor shall provide the Department with a budget narrative within thirty (30 days of the contract effective date.

   3.4. The Contractor shall meet with the Department within sixty (60) days of the contract effective date to review contract implementation.

   3.5. The Contractor shall provide the Department with timelines and implementation plans associated with SOR-funded activities to ensure services are in place within thirty (30) days of contract effective date, unless the Department approves an alternative timeline at the request of the vendor.

   3.5.1. If services are unable to be offered within the required timeframe, the Contractor

shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.

3.5.2. The Department reserves the right to terminate the contract and liquidate unspent funds if services are not in place within ninety (90) days of contract effective date.

3.5.3. The Contractor shall collaborate with the Department to understand and comply with all appropriate DHHS, State of NH, SAMHSA, and other Federal terms, conditions, and requirement.

3.5.4. The Contractor shall attest the understanding that SOR grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. The Contractor agrees that:

3.5.4.1. Treatment in this context includes the treatment of opioid use disorder (OUD).

3.5.4.2. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders.

3.5.4.3. This marijuana restriction applies to all subcontracts and memorandums of understanding (MOU) that receive SOR funding.

3.5.4.4. Attestations will be provided to the Contractor by the Department.

3.5.4.5. The Contractor shall complete and submit all attestations to the Department within thirty (30) days of contract approval.

3.5.5. The Contractor shall refer to Exhibit C for grant terms and conditions including, but not limited to:

3.5.5.1. Invoicing;

3.5.5.2. Funding restrictions; and

3.5.5.3. Billing

5. Modify Exhibit A Amendment #1, Scope of Services, Section 5. Reporting, by adding Subsection 5.2 to read:

   5.2. The Contractor shall prepare and submit ad hoc data reports, respond to periodic surveys, and other data collection requests as deemed necessary by the Department and/or SAMHSA.

6. Modify Exhibit A Amendment #1, Scope of Services, Section 6. Performance Measures by adding Subsection 6.4 to read:

   6.3. The Contractor shall collaborate with the Department to enhance contract management, improve results and adjust program delivery and policy based on successful outcomes.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, by replacing in its entirety with Exhibit B Amendment #2, Methods and Conditions Precedent to Payment, in order to bring payment terms into compliance with current Department of Administrative Services Manual of Procedures standards, which is attached hereto and incorporated by reference herein.

8. Reduce the total SFY 2019 budget amount by $192,138, which is identified as unspent funding of which $121,600 is being carried forward to fund the activities in this Agreement for SFY21

(September 30, 2020 through December 31, 2020), as specified in Exhibit B-3 Amendment #2 NCE; and of which $70,538 is being carried forward to fund the activities in this Agreement for SFY 21 (January 1, 2021 through June 30, 2021) as specified, in part, in Exhibit B-4 Amendment #2 SOR II.

9. Modify Exhibit B-1 Amendment #1 Budget (SFY20), by reducing the total budget amount by $158,305, which is identified as unspent funding that is being carried forward to fund the activities in this Agreement for SFY21 (January 1, 2021 through June 30, 2021) as specified, in part, in Exhibit B-4 Amendment #2 SOR II.
10. Add Exhibit B-3 Amendment #2 NCE, which is attached hereto and incorporated by reference herein.
11. Add Exhibit B-4 Amendment #2 SOR II, which is attached hereto and incorporated by reference herein.
12. Add Exhibit B-5 Amendment #2 SOR II, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective September 29, 2020, upon 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

2/4/2021
Date

DocuSigned by:
Katja Fox
ED9D05B04C63442...
Name: Katja Fox
Title: Director

Granite United Way

2/3/2021
Date

DocuSigned by:
Patrick Tufts
476837A118D146F...
Name: Patrick Tufts
Title: President

New Hampshire Department of Health and Human Services
Call Center (211)

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

OFFICE OF THE ATTORNEY GENERAL

2/12/2021
Date

DocuSigned by:
D5CA0202E32C4AE...
Name: Catherine Pinos
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:

Methods and Conditions Precedent to Payment

1. This Agreement is funded by 100% Federal funds from the State Opioid Response Grant, as awarded on 09/30/2018, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI081685, and as awarded on 09/30/2020, by the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, CFDA #93.788, FAIN H79TI083326.
2. For the purposes of this Agreement:
   - 2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.
   - 2.2. The Department has identified this Contract as NON-R&D, in accordance with 2 CFR §200.87.
   - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit B-1 Budget through Exhibit B-5 Amendment #2 SOR II Budget.
4. The Contractor shall seek payment for services, as follows:
   - 4.1. First, the Contractor shall charge the client's private insurance or or payor sources.
   - 4.2. Second, the Contractor shall charge Medicare.
   - 4.3. Third, the Contractor shall charge Medicaid enrolled individuals, as follows:
     - 4.3.1. Medicaid Care Management: If enrolled with a Managed Care Organization (MCO), the Contractor shall be paid in accordance with its contract with the MCO.
     - 4.3.2. Medicaid Fee for Service: The Contractor shall bill Medicaid for services on the Fee for Service (FFS) schedule.
   - 4.4. Fourth, the Contractor shall charge the client in accordance with the Sliding Fee Scale Program.
   - 4.5. Lastly, if any portion of the amount specified in the Sliding Fee Scale remains unpaid, charge the Department for the unpaid balance.
5. The Contractor shall submit an invoice in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is

completed, dated and returned to the Department in order to initiate payment. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement. The Contractor shall ensure:

5.1. Backup documentation includes, but is not limited to:

5.1.1. General Ledger showing revenue and expenses for the contract.

5.1.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.

5.1.2.1. Per 45 CFR Part 75.430(i)(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed.

5.1.2.2. Attestation and time tracking templates, which are available to the Department upon request.

5.1.3. Invoices supporting expenses reported.

5.1.3.1. Unallowable expenses include, but are not limited to:

5.1.3.1.1. Amounts belonging to other programs.

5.1.3.1.2. Amounts prior to effective date of contract.

5.1.3.1.3. Construction or renovation expenses.

5.1.3.1.4. Food or water for employees.

5.1.3.1.5. Directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana.

5.1.3.1.6. Fines, fees, or penalties.

5.1.3.1.7. Per SAMSHA requirements, meals are generally unallowable unless they are an integral part of a conference grant or specifically stated as an allowable expense in the FOA. Grant funds may be used for light snacks, not to exceed three dollars ($3.00) per person for clients.

5.1.3.1.8. Cell phones and cell phone minutes for clients.

5.1.4. Receipts for expenses within the applicable state fiscal year.

5.1.5. Cost center reports.

5.1.6. Profit and loss report.

5.1.7. Remittance Advices from the insurances billed. Remittance Advices do not need to be supplied with the invoice, but should be retained to be available upon request.

5.1.8. Information requested by the Department verifying allocation or offset based on third party revenue received.

5.1.9. Summaries of patient services revenue and operating revenue and other financial information as requested by the Department.

6. The Contractor is responsible for reviewing, understanding, and complying with further restrictions included in the Funding Opportunity Announcement (FOA).

7. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to melissa.girard@dhhs.nh.gov, or invoices may be mailed to:

   SOR Financial Manager
   Department of Health and Human Services
   105 Pleasant Street
   Concord, NH 03301

8. The Contractor agrees that billing submitted for review after twenty (20) business days of the last day of the billing month may be subject to non-payment.

9. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. The Contractor must provide the services in Exhibit A Amendment #1 Scope of Services, in compliance with funding requirements.

12. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A Amendment #1, Scope of Services, including failure to submit required monthly and/or quartery reports.

13. Notwithstanding Paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

14. Audits

14.1. The Contractor is required to submit an annual audit to the Department if **any** of the following conditions exist:

14.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

14.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

14.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

14.5. 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.

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Exhibit B-3 Amendment #2 NCE

New Hampshire Department of Health and Human Services

Contractor Name: Granite United Way

Budget Request for: Call Center (211)
SS-2019-BDAS-04-CALLC-A01
Budget Period: SFY21 9/30/20-12/31/20 (NCE)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 81,700.00	$ 8,170.00	$ 89,870.00	$ -	$ -	$ -	$ 81,700.00	$ 8,170.00	$ 89,870.00
2. Employee Benefits	$ 13,000.00	$ 1,300.00	$ 14,300.00	$ -	$ -	$ -	$ 13,000.00	$ 1,300.00	$ 14,300.00
3. Consultants	$ 50.00	$ 5.00	$ 55.00	$ -	$ -	$ -	$ 50.00	$ 5.00	$ 55.00
4. Equipment:	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
5. Supplies:	$ 50.00	$ 5.00	$ 55.00	$ -	$ -	$ -	$ 50.00	$ 5.00	$ 55.00
6. Travel	$ 100.00	$ 10.00	$ 110.00	$ -	$ -	$ -	$ 100.00	$ 10.00	$ 110.00
7. Occupancy	$ 50.00	$ 5.00	$ 55.00	$ -	$ -	$ -	$ 50.00	$ 5.00	$ 55.00
8. Current Expenses	$ 13,105.45	$ 1,310.55	$ 14,416.00	$ -	$ -	$ -	$ 13,105.45	$ 1,310.55	$ 14,416.00
9. Software	$ 1,000.00	$ 100.00	$ 1,100.00	$ -	$ -	$ -	$ 1,000.00	$ 100.00	$ 1,100.00
10. Marketing/Communications	$ 240.00	$ 24.00	$ 264.00	$ -	$ -	$ -	$ 240.00	$ 24.00	$ 264.00
11. Staff Education and Training	$ 1,100.00	$ 110.00	$ 1,210.00	$ -	$ -	$ -	$ 1,100.00	$ 110.00	$ 1,210.00
12. Subcontracts/Agreements	$ 50.00	$ 5.00	$ 55.00	$ -	$ -	$ -	$ 50.00	$ 5.00	$ 55.00
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 110,545.45	$ 11,054.55	$ 121,600.00	$ -	$ -	$ -	$ 110,545.45	$ 11,054.55	$ 121,600.00

Indirect As A Percent of Direct 10.0%

Contractor Initials PT
Date 2/3/2021

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New Hampshire Department of Health and Human Services

Contractor Name: Granite United Way

Budget Request for: Call Center (211)
SS-2019-BDAS-04-CALLC-A01
Budget Period: SFY21 01/01/21-06/30/21 (SOR II)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 198,000.00	$ 19,800.00	$ 217,800.00	$ -	$ -	$ -	$ 198,000.00	$ 19,800.00	$ 217,800.00
2. Employee Benefits	$ 35,640.00	$ 3,564.00	$ 39,204.00	$ -	$ -	$ -	$ 35,640.00	$ 3,564.00	$ 39,204.00
3. Consultants	$ 2,500.00	$ 250.00	$ 2,750.00	$ -	$ -	$ -	$ 2,500.00	$ 250.00	$ 2,750.00
4. Equipment:	$ 3,000.00	$ 300.00	$ 3,300.00	$ -	$ -	$ -	$ 3,000.00	$ 300.00	$ 3,300.00
5. Supplies:	$ 1,184.85	$ 118.49	$ 1,303.34	$ -	$ -	$ -	$ 1,184.85	$ 118.49	$ 1,303.34
6. Travel	$ 1,200.00	$ 120.00	$ 1,320.00	$ -	$ -	$ -	$ 1,200.00	$ 120.00	$ 1,320.00
7. Occupancy	$ 1,500.00	$ 150.00	$ 1,650.00	$ -	$ -	$ -	$ 1,500.00	$ 150.00	$ 1,650.00
8. Current Expenses	$ 24,000.00	$ 2,400.00	$ 26,400.00	$ -	$ -	$ -	$ 24,000.00	$ 2,400.00	$ 26,400.00
9. Software	$ 7,359.70	$ 735.96	$ 8,095.66	$ -	$ -	$ -	$ 7,359.70	$ 735.96	$ 8,095.66
10. Marketing/Communications	$ 10,000.00	$ 1,000.00	$ 11,000.00	$ -	$ -	$ -	$ 10,000.00	$ 1,000.00	$ 11,000.00
11. Staff Education and Training	$ 4,000.00	$ 400.00	$ 4,400.00	$ -	$ -	$ -	$ 4,000.00	$ 400.00	$ 4,400.00
12. Subcontracts/Agreements	$ 50.00	$ 5.00	$ 55.00	$ -	$ -	$ -	$ 50.00	$ 5.00	$ 55.00
13. Other (specific details mandatory):	$ 50.00	$ 5.00	$ 55.00	$ -	$ -	$ -	$ 50.00	$ 5.00	$ 55.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 288,484.55	$ 28,848.45	$ 317,333.00	$ -	$ -	$ -	$ 288,484.55	$ 28,848.45	$ 317,333.00

Indirect As A Percent of Direct 10.0%

Contractor Initials PT
Date 2/3/2021

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Exhibit B-5 Amendment #2 SOR II

New Hampshire Department of Health and Human Services

Contractor Name: Granite United Way

Budget Request for: Call Center (211)
SS-2019-BDAS-04-CALLC-A01
Budget Period: SFY22 07/01/21-09/29/21 (SOR II)

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
Line Item	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 101,292.00	$ 10,129.00	$ 111,421.00	$ -	$ -	$ -	$ 101,292.00	$ 10,129.00	$ 111,421.00
2. Employee Benefits	$ 18,000.00	$ 1,800.00	$ 19,800.00	$ -	$ -	$ -	$ 18,000.00	$ 1,800.00	$ 19,800.00
3. Consultants	$ 3,000.00	$ 300.00	$ 3,300.00	$ -	$ -	$ -	$ 3,000.00	$ 300.00	$ 3,300.00
4. Equipment:	$ 2,000.00	$ 200.00	$ 2,200.00	$ -	$ -	$ -	$ 2,000.00	$ 200.00	$ 2,200.00
5. Supplies:	$ 200.00	$ 20.00	$ 220.00	$ -	$ -	$ -	$ 200.00	$ 20.00	$ 220.00
6. Travel	$ 1,000.00	$ 100.00	$ 1,100.00	$ -	$ -	$ -	$ 1,000.00	$ 100.00	$ 1,100.00
7. Occupancy	$ 750.00	$ 75.00	$ 825.00	$ -	$ -	$ -	$ 750.00	$ 75.00	$ 825.00
8. Current Expenses	$ 12,400.00	$ 1,240.00	$ 13,640.00	$ -	$ -	$ -	$ 12,400.00	$ 1,240.00	$ 13,640.00
9. Software	$ 3,000.00	$ 300.00	$ 3,300.00	$ -	$ -	$ -	$ 3,000.00	$ 300.00	$ 3,300.00
10. Marketing/Communications	$ 1,500.00	$ 150.00	$ 1,650.00	$ -	$ -	$ -	$ 1,500.00	$ 150.00	$ 1,650.00
11. Staff Education and Training	$ 1,000.00	$ 100.00	$ 1,100.00	$ -	$ -	$ -	$ 1,000.00	$ 100.00	$ 1,100.00
12. Subcontracts/Agreements	$ 50.00	$ 5.00	$ 55.00	$ -	$ -	$ -	$ 50.00	$ 5.00	$ 55.00
13. Other (specific details mandatory):	$ 50.00	$ 5.00	$ 55.00	$ -	$ -	$ -	$ 50.00	$ 5.00	$ 55.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 144,242.00	$ 14,424.00	$ 158,666.00	$ -	$ -	$ -	$ 144,242.00	$ 14,424.00	$ 158,666.00

Indirect As A Percent of Direct 10.0%

Contractor Initials PT
Date 2/3/2021

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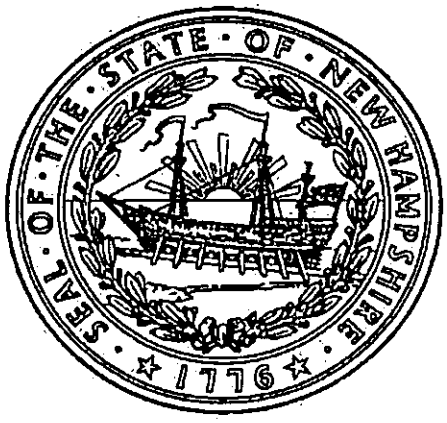
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE UNITED WAY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 30, 1927. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65650**
Certificate Number: **0004893313**



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

William M. Gardner
Secretary of State

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CERTIFICATE OF AUTHORITY

I, Tony Speller, hereby certify that:

1. I am a duly elected Chair of Granite United Way.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on September 24, 2020, at which a quorum of the Directors were present and voting.

VOTED: That Patrick Tufts, President & CEO, is duly authorized on behalf of Granite United Way to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his judgment be desirable or necessary to effect the purpose of this vote.

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

Dated:__1-27-21_____

Signature of Elected Officer
Name: Tony Speller
Title: Chair

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/14/2021

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

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

PRODUCER
THE ROWLEY AGENCY INC.
45 Constitution Avenue
P.O. Box 511
Concord NH 03302-0511

CONTACT NAME: Elizabeth Prindiville
PHONE (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-8012
E-MAIL ADDRESS: eprindiville@rowleyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hanover Ins - Bedford	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Granite United Way
22 Concord Street
Floor 2
Manchester NH 03101

COVERAGES CERTIFICATE NUMBER: 21-22 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			ZHV900337108	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							Professional Liability	$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			ZHV900337108	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 0			UHV9003210-09	1/1/2021	1/1/2022	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) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		3A States: NH, VT WHV8996802-09	1/1/2021	1/1/2022	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

NH DHHS
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
E Prindiville/ESP Elizabeth Prindiville

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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.

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GRANITE UNITED WAY

FINANCIAL REPORT

JUNE 30, 2020

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

INDEPENDENT AUDITOR'S REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of Granite United Way, which comprise the statement of financial position as of June 30, 2020, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the 15-month period then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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Concord, NH 03301
v: 603-224-5357
F 603-224-3792

59 Emerald Street
Keene, NH 03431
v: 603-357-7665
F 603-224-3792

44 School Street
Lebanon, NH 03766
v: 603-448-2650
F 603-448-2476

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Granite United Way as of June 30, 2020, and the changes in its net assets and its cash flows for the 15-month period then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of Matter

We draw attention to Note 16 to the financial statements, which describes the uncertainty related to the COVID-19 pandemic and impact on the Granite United Way's business. Our opinion is not modified with respect to this matter.

Other Matters

Other Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 19, 2020 on our consideration of Granite United Way's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Granite United Way's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Granite United Way's internal control over financial reporting and compliance.

Nathan Nicholas & Company

Concord, New Hampshire
November 19, 2020

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GRANITE UNITED WAY

STATEMENT OF FINANCIAL POSITION
June 30, 2020

ASSETS

	Without Donor / Time Restrictions	With Donor / Time Restrictions	Total
CURRENT ASSETS			
Cash	$ 161,136	$ 1,044,167	$ 1,205,303
Prepaid and reimbursable expenses	30,021	-	30,021
Investments	436,473	-	436,473
Accounts and rent receivable	28,732	-	28,732
Contributions and grants receivable, net of allowance for uncollectible contributions $499,872	-	2,519,281	2,519,281
Total current assets	656,362	3,563,448	4,219,810
OTHER ASSETS			
Property and equipment, net	1,182,068	-	1,182,068
Investments - endowment	11,545	219,554	231,099
Beneficial interest in assets held by others	-	1,681,721	1,681,721
Total other assets	1,193,613	1,901,275	3,094,888
Total assets	$ 1,849,975	$ 5,464,723	$ 7,314,698

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES			
Current maturities of long-term notes payable	$ 13,639	$ -	$ 13,639
Donor-designations payable	403,578	473,653	877,231
Accounts payable	18,980	-	18,980
Accrued expenses	250,392	-	250,392
Funds held for others	7,205	-	7,205
Current maturities of the Paycheck Protection Program loan	341,904	-	341,904
Total current liabilities	1,035,698	473,653	1,509,351
LONG-TERM LIABILITIES			
Notes payable, less current maturities	186,436	-	186,436
Paycheck Protection Program loan, less current maturities	430,596	-	430,596
Total long-term liabilities	617,032	-	617,032
Total liabilities	1,652,730	473,653	2,126,383
COMMITMENTS *(See Notes)*			
NET ASSETS:			
Without donor/ time restrictions	197,245	-	197,245
With donor/ time restrictions (Note 9)	-	4,991,070	4,991,070
Total net assets	197,245	4,991,070	5,188,315
Total liabilities and net assets	$ 1,849,975	$ 5,464,723	$ 7,314,698

See Notes to Financial Statements.

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GRANITE UNITED WAY

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
15-Month Period Ended June 30, 2020

	Without Donor / Time Restrictions	With Donor / Time Restrictions	Total
Support and revenues:			
Campaign revenue:			
Total contributions pledged	$ -	$ 7,285,635	$ 7,285,635
Less donor designations	-	(1,856,774)	(1,856,774)
Less provision for uncollectible pledges	-	(294,689)	(294,689)
Add prior years' excess provision for uncollectible pledges taken into income in current year	92,189	-	92,189
Net campaign revenue	92,189	5,134,172	5,226,361
Support:			
Grant revenue	-	2,024,091	2,024,091
Sponsors and other contributions	-	1,870,050	1,870,050
In-kind contributions	43,119	-	43,119
Total support	135,308	9,028,313	9,163,621
Other revenue:			
Rental income	104,664	-	104,664
Administrative fees	104,423	-	104,423
Miscellaneous income	5,634	-	5,634
Total support and revenues	350,029	9,028,313	9,378,342
Net assets released from restrictions:			
For satisfaction of time restrictions	5,096,357	(5,096,357)	-
For satisfaction of program restrictions	4,103,229	(4,103,229)	-
	9,549,615	(171,273)	9,378,342
Expenses:			
Program services	6,524,714	-	6,524,714
Support services:			
Management and general	944,017	-	944,017
Fundraising	1,216,880	-	1,216,880
Total expenses	8,685,611	-	8,685,611
Increase (decrease) in net assets before non-operating activities	864,004	(171,273)	692,731
Non-operating activities:			
Change in value of beneficial interest in trusts, net of fees of $15,090	-	(44,486)	(44,486)
Realized and unrealized gains on investments	4,285	8,033	12,318
Investment income, net	100,179	7,095	107,274
Total non-operating activities	104,464	(29,358)	75,106
Net increase (decrease) in net assets	968,468	(200,631)	767,837
Net assets (deficit), beginning of year	(771,223)	5,191,701	4,420,478
Net assets, end of year	$ 197,245	$ 4,991,070	$ 5,188,315

See Notes to Financial Statements.

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GRANITE UNITED WAY

STATEMENT OF FUNCTIONAL EXPENSES
15-Month Period Ended June 30, 2020

	Grants and awards	Salaries, employee benefits and taxes	Occupancy	Technology and telephone expenses	United Way Worldwide dues and other dues and subscriptions	Campaign, communications and printing	Professional services and subcontractors	Conferences, travel and staff development	Supplies, office expenses, insurance, and other	Depreciation and amortization	Total
Program services:											
Community impact grants	$ 148,462	$ 294,208	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	442,670
Public Health Network	-	608,444	11,704	194	-	1,646	535,278	21,209	111,283	-	1,289,758
211 New Hampshire	-	721,249	-	131,812	7,522	5,809	3,500	5,742	72,774	-	948,408
Volunteer Income Tax Assistance	-	158,286	-	-	-	-	30,795	-	9,650	-	198,731
Whole Village Family Resource Center	-	180,153	68,273	15,600	-	-	38,153	1,047	32,382	39,871	375,479
Work United Program	-	196,675	-	-	-	-	-	19,214	-	-	215,889
COVID-19 Relief Fund	535,558	-	-	-	-	-	-	-	5,800	-	541,358
Leader in Me	172,858	8,476	-	-	-	-	-	-	-	-	181,334
Other program services	55,602	1,070,720	135,321	101,671	90,111	39,691	503,938	39,641	264,181	30,211	2,331,087
Total program services	912,480	3,238,211	215,298	249,277	97,633	47,146	1,111,664	86,853	496,070	70,082	6,524,714
Supporting Services:											
Management and general	-	772,054	32,263	24,240	21,484	-	49,105	8,524	29,418	6,929	944,017
Fundraising	-	1,006,329	42,053	31,596	28,004	49,049	2,771	11,111	36,935	9,032	1,216,880
Total supporting services	-	1,778,383	74,316	55,836	49,488	49,049	51,876	19,635	66,353	15,961	2,160,897
Total functional expenses	$ 912,480	$ 5,016,594	$ 289,614	$ 305,113	$ 147,121	$ 96,195	$ 1,163,540	$ 106,488	$ 562,423	$ 86,043	$ 8,685,611

See Notes to Financial Statements.

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GRANITE UNITED WAY

STATEMENT OF CASH FLOWS
15-Month Period Ended June 30, 2020

CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from donors	$	9,769,549
Cash received from grantors		2,182,609
Administrative fees		18,061
Other cash received		91,548
Cash received from trusts		73,555
Designations paid		(2,235,961)
Net cash paid for funds held for others		(1,850)
Cash paid to agencies		(1,550,638)
Cash paid to suppliers, employees, and others		(8,361,082)
Net cash used in operating activities		(14,209)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment		(19,987)
Proceeds from sale of investments		63,422
Net cash provided by investing activities		43,435
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from the Payroll Protection Program loan		772,500
Repayments of long-term debt		(15,861)
Net cash provided by financing activities		756,639
Net increase in cash		785,865
Cash, beginning of year		419,438
Cash, end of year	$	1,205,303
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash payments for:		
Interest expense	$	18,899

See Notes to Financial Statements.

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Note 1. Nature of Activities

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

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

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

June 30,		2020
Community Impact Awards to partner agencies	$	148,462
Donor designated gifts to Health and Human Service agencies		1,856,774
Granite United Way Program services		6,376,252
Total	$	8,381,488

The Board of Directors approved Community Impact Grant Awards amounting to $1,100,000 for each of the years ended June 30, 2021 and 2022.

Note 2. Summary of Significant Accounting Policies

Change in fiscal year: During 2020, the United Way changed its fiscal year from March 31 to June 30. Due to the change, the United Way is reporting for the 15-month period ending June 30, 2020.

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

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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 June 30, 2020.

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

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

The United Way has board designated net assets of $11,545 for endowment at June 30, 2020.

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

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

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

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 $294,689 for the campaign period ended June 30, 2020. The provision for uncollectible pledges was calculated at 4.5% of the total pledges for the 15-month period ended June 30, 2020.

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

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Contributions: The United Way recognizes contributions received and made, including unconditional promises to give, as revenue in the period received or made. Contributions received are reported as either revenues without donor restrictions or revenues with donor restrictions. Contributions with donor restrictions that are used for the purposes specified by the by the donor in the same year as the contribution is received are recognized as revenues with donor restrictions and are reclassified as net assets released from restrictions in the same year. Promises to contribute that stipulate conditions to be met before the contribution is made are not recorded until the conditions are met. There were no conditional promises to give as of June 30, 2020.

Donated goods and services: Contributed services are recognized when the services received would typically need to be purchased if they had not been provided by donation or require specialized skills and are provided by individuals possessing those skills. Various types of in-kind support, including services, call center space, gift certificates, materials and other items, amounting to $43,119 have been reflected at fair value in the financial statements for the 15-month period ended June 30, 2020.

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

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

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

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

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

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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 June 30, 2020, the United Way does not consider itself to have any significant concentrations of credit risk with respect to contributions receivable.

In addition, the United Way maintains cash accounts with several financial institutions insured by the Federal Deposit Insurance Corporation up to $250,000. At June 30, 2020, there was approximately $932,000 included in cash in excess of federally insured limits.

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

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

With few exceptions, the United Way is no longer subject to income tax examinations by the U.S. Federal or State tax authorities for tax years before 2017.

Change in accounting principle: In January 2016, the FASB issued ASU 2016-01, *Financial Instruments-Overall: Recognition and Measurement of Financial Assets and Financial Liabilities*. This standard is intended to improve recognition, measurement, presentation, and disclosure of financial instruments. The Organization adopted ASU 2016-01 on April 1, 2019. The adoption of ASU 2016-01 did not have a significant impact on the Organization's financial statements.

In June 2018, the FASB issued ASU 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. This standard provides guidance for evaluating whether transactions should be accounted for as contributions or exchange transactions and clarifies the criteria for evaluating whether contributions are unconditional or conditional. The Organization adopted ASU 2018-08 on April 1, 2019. The adoption of ASU 2018-08 did not have a significant impact on the Organization's financial statements.

Recent accounting pronouncements: In May 2014, the FASB issued, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which the United Way expects to be entitled in exchange for those goods and services. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. In June 2020, the FASB deferred the effective date of this standard for one year for certain entities that have not yet issued their financial statements. This standard will be effective for the United Way for the year ended June 30, 2021. Management is currently evaluating the impact this will have on its financial statements.

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In February 2016, the FASB issued, *Leases, Topic 842* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. In June 2020, the FASB deferred the effective date for this standard for one year. This standard will be effective for the United Way for the year ended June 30, 2023, with early adoption permitted. Management is currently evaluating the impact this will have on its financial statements.

Note 3. Fair Value Measurements

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

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

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

Financial assets carried at fair value on a recurring basis consist of the following at June 30, 2020:

	Level 1	Level 2	Level 3
Money market funds	$ 46,212	$ 7,214	$ -
Mutual funds:			
Domestic equity	72,192	-	-
Fixed income	273,459	-	-
Fixed income funds	153,081	6,797	-
Municipal bonds	-	5,089	-
Corporate bonds	-	103,804	-
Beneficial interest in assets held by others	-	-	1,681,721
Total	$ 544,944	$ 122,904	$ 1,681,721

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	Beneficial interest in assets held by others
Balance, March 31, 2019	$ 1,726,207
Total unrealized losses, net of fees, included in changes in net assets with donor restrictions	(44,486)
Balance, June 30, 2020	$ 1,681,721
Amount of unrealized losses, net of fees, attributable to change in unrealized losses relating to assets still held at the reporting date included in the statement of activities and changes in net assets	$ (44,486)

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

The beneficial interest in assets held by others is valued using the income approach. The value is determined by calculating the present value of future distributions expected to be received, which approximates the value of the trust's assets at June 30, 2020.

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

Note 4. Property and Equipment

Property and equipment, at cost, at June 30,	2020
Land, buildings and building improvements	$ 1,425,766
Leasehold improvements	5,061
Furniture and equipment	344,369
Total property and equipment	1,775,196
Less accumulated depreciation	(593,128)
Total property and equipment, net	$ 1,182,068

Note 5. Endowment Funds Held by Others

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

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

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

The United Way received $69,111 from the agency endowed funds during the 15-month period ended June 30, 2020.

Designated funds: The United Way is also a beneficiary of two designated funds at The New Hampshire Charitable Foundation. Pursuant to the terms of the resolution establishing these funds, property contributed to The New Hampshire Charitable Foundation is held as a separate fund designated for the benefit of the United Way. In accordance with its spending policy, the Foundation makes distributions from the funds to the United Way. The distributions are approximately 4.0% of the market value of the fund per year.

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

The United Way received $4,444 from the designated funds during the 15-month period ended June 30, 2020. The market value of these fund's assets amounted to approximately $108,000 at June 30, 2020.

Note 6. Long-term Debt

Long-term debt at June 30,		2020
Mortgage financed with a local bank. Interest rate at the 5-year Federal Home Loan Classic Advance Rate plus 2.5% (3.34% at June 30, 2020). Due in monthly installments of principal and interest of $1,908 through December, 2031. Collateralized by the United Way's building located in Plymouth, NH.	$	200,075
Less portion payable within one year		13,639
Total long-term debt	$	186,436

The scheduled maturities of long-term debt at June 30, 2020 were as follows:

Year Ending June 30,		
2021	$	13,639
2022		14,311
2023		15,016
2024		15,756
2025		16,532
Thereafter		124,821
Total	$	200,075

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

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The United Way has a revolving line-of-credit with Citizen's Bank with a maximum borrowing limit of $250,000. The line-of-credit is subject to annual review and renewal. The line-of-credit agreement bears interest equal to the Wall Street Journal prime rate plus 0.25% (3.5% as of June 30, 2020) and is secured by all assets of the United Way. At June 30, 2020, there were no amounts outstanding on this line-of-credit agreement.

See Note 16 for details about the Payroll Protection loan.

Note 7. Funds Held for Others

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

June 30,		2020
Work United Loan Default Program	$	4,092
Concord Multicultural Festival		1,728
Get Moving Manchester		1,140
Better Together Lakes Region		245
Total	$	7,205

Note 8. Endowment Funds

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

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

As a result of this interpretation, when reviewing its donor-restricted endowment funds, the United Way considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The United Way has interpreted UPMIFA to permit spending from underwater funds in accordance with the prudent measures required under the law. Additionally, in accordance with UPMIFA,

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

Underwater Endowment Funds: From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the United Way to retain as a fund of perpetual duration. The United Way did not have any funds with deficiencies of this nature as of June 30, 2020.

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

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

Endowment net asset composition by type of fund as of June 30, 2020 is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment	$ 11,545	$ -	$ 11,545
Donor-restricted endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	-	142,652	142,652
Accumulated investment gains	-	76,902	76,902
Total funds	$ 11,545	$ 219,554	$ 231,099

Changes in the endowment net assets as of June 30, 2020 are as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, March 31, 2019	$ 10,750	$ 204,426	$ 215,176
Investment return, net	795	15,128	15,923
Endowment net assets, June 30, 2020	$ 11,545	$ 219,554	$ 231,099

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Note 9. Net Assets with Donor Restrictions

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

June 30,	2020
Subject to expenditure for specified time period:	
Contributions receivable related to campaigns	$ 2,391,152
Designations payable to other agencies and United Ways	(473,653)
	1,917,499
Subject to expenditure for specified purpose:	
COVID-19 Relief Fund	351,111
Public Health Network services	310,875
Leader in Me	167,160
Literacy Program	153,486
Manchester Proud	135,554
Work United	39,110
Other programs	15,000
	1,172,296
Endowments subject to the United Way's spending policy and appropriation:	
Investments in perpetuity (original amounts of $142,652), which once appropriated, is expendable to support:	
Whole Village Resource Center	106,343
General Operations	86,752
Youth Programs	26,459
	219,554
Beneficial interest in assets held by others:	
Agency endowed funds at the New Hampshire Charitable Foundation	1,681,721
Total net assets with donor restrictions	$ 4,991,070

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Note 10. Net Assets Released from Donor Restrictions

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

June 30,		2020
Purpose restrictions accomplished:		
Public Health Network services	$	1,355,482
211 New Hampshire		874,453
COVID-19 Relief Fund		540,237
Manchester Proud		492,021
Other program services		280,983
Work United		215,889
Leader in Me		172,858
Volunteer Income Tax Assistance		171,306
		4,103,229
Time restrictions expired		5,096,357
Total net assets released from donor restrictions	$	9,199,586

Note 11. Liquidity and Availability of Resources

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

June 30,		2020
Cash	$	1,205,303
Investments		667,572
Contributions receivable, net		2,519,281
Beneficial interest in trust		1,681,721
Accounts and rent receivable		28,732
Total financial assets		6,102,609
Less amounts unavailable for general expenditures within one year, due to:		
Restricted by donors with time or purpose restrictions		(135,554)
Subject to appropriation and satisfaction or donor restrictions		(219,554)
Agency endowed funds at the New Hampshire Charitable Foundation		(1,681,721)
Total amounts unavailable for general expenditure within one year		(2,036,829)
Amounts unavailable to management without Board's approval:		
Board designated endowment		(11,545)
Total financial assets available to management for general expenditure within one year	$	4,054,235

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Liquidity Management

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

Note 12. Pension Fund

The United Way sponsors a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code, whereby electing employees contribute a portion of their salaries to the plan. For the 15-month period ended June 30, 2020 the United Way contributed $123,621 to employees participating in the plan.

Note 13. Lease Commitments

During a prior year, the United Way entered into an operating lease agreement for a four year term commencing September 1, 2017 through August 31, 2021 for an office space in Concord, New Hampshire. The lease required monthly payments of $3,337 through August 31, 2018 and increases 3% annually on each anniversary date of the lease thereafter.

During a prior year, the United Way entered into an operating lease agreement for a five year term commencing July 15, 2016 through June 30, 2021 for an office space in Manchester, New Hampshire. The lease required monthly payments of $5,905 through June 30, 2019 and increases by 3% annually on each anniversary date of the lease thereafter.

During a prior year, the United Way entered into an operating lease agreement for a five year term commencing on September 1, 2018 through August 31, 2023 for an office space in Lebanon, New Hampshire. The lease requires monthly payments of $1,760 through August 31, 2020. After August 31, 2020, the rent will increase each year depending on the consumer price index. The lease requires payments for common costs.

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

Total rent expense for these leases amounted to approximately $173,000 for the 15-month period ended June 30, 2020.

The United Way leases multiple copier machines under the terms of operating lease agreements. The monthly lease payments amount to approximately $2,100. The lease expense amounted to approximately $31,000 for these leases for the 15-month period ended June 30, 2020.

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

Year ending June, 30		
2021	$	161,561
2022		42,633
2023		34,155
2024		3,520
Total	$	241,869

Note 14. Commitments

In Plymouth, the United Way rents space in a building which they own and occupy to twelve non-affiliated, non-profit organizations. The monthly lease payments range from $125 to $1,500 per month. For the 15-month period ended June 30, 2020, the rental income amounted to $103,758.

Note 15. Payment to Affiliated Organizations and Related Party

The United Way pays dues to United Way of Worldwide. The United Way's dues paid to this affiliated organization aggregated $132,477 for the 15-month period ended June 30, 2020.

Note 16. COVID - 19 and the Paycheck Protection Program Loan

In December 2019, a novel strain of coronavirus ("COVID-19") was reported in China. The World Health Organization has declared COVID-19 to constitute a "Public Health Emergency of International Concern." This outbreak has impacted virtually every industry and has created volatility in the stock markets throughout the world. Many federal and state governments have implemented numerous restrictions, mandated various closures and quarantine requirements in connection with the COVID-19 outbreak. The extent of the impact of the COVID-19 on the United Way's operational and financial performance will depend on future developments, including the duration and spread of the outbreak and the impact on the United Way's donors and employees, all of which are uncertain and cannot be predicted.

In April 2020, the United Way received $772,500 in funds from the federal Paycheck Protection Program (PPP). The PPP is a loan designed to provide a direct incentive for small businesses to keep their workers on the payroll. SBA will forgive loans if all employees are kept on the payroll for the specified period of time and the money is used for payroll, rent, mortgage interest, or utilities. Any amounts not forgiven at the end of the program period convert into a loan with 1% interest, payable over 2 years.

In the absence of forgiveness, the following is a summary of the future maturities due:

Year Ending June 30,		
2021	$	341,904
2022		430,596
Total	$	772,500

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Note 17. Subsequent Events

The United Way has evaluated subsequent events through November 19, 2020, the date which the financial statements were available to be issued and have not evaluated subsequent events after that date. There were no subsequent events that would require disclosure in financial statements for the 15-month period ended June 30, 2020.

GRANITE UNITED WAY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

15-Month Period Ended June 30, 2020

Federal Grantor Pass-through Grantor Program Title	Pass-through Entity Identifying Number	Federal CFDA Number	Federal Expenditures	Expenditures to Subrecipients
Regional Public Health Network Services Cluster				
U.S. Department of Health and Human Services				
State of N.H. Department of Health and Human Services - South Central Public Health Network				
Block Grants for Prevention and Treatment of Substance Abuse	05-95-92-920510-3380	93.959	$ 154,392	$ 133,953
Hospital Preparedness Program & Public Health Emergency Preparedness Aligned Coop Agreements	05-95-90-902510-7545	93.074	98,599	85,653
Public Health Crisis Response		93.354	545	-
Preventive Health and Health Services Block Grant	05-95-90-901010-5362	93.758	35,199	35,199
Immunization Cooperative Agreements		93.268	603	-
Young Adult Leadership Program	05-95-92-920510-3395	93.243	12,855	12,148
Young Adult Substance Misuse Prevention Strategies	05-95-92-920510-3395	93.243	109,786	99,605
Total State of N.H. Department of Health and Human Services - South Central Public Health Network			411,979	366,558
State of N.H. Department of Health and Human Services - Capital Area Public Health Network				
Block Grants for Prevention and Treatment of Substance Abuse		93.959	137,063	-
Hospital Preparedness Program & Public Health Emergency Preparedness Aligned Coop Agreements		93.074	113,268	-
Public Health Crisis Response		93.354	442	-
Preventive Health and Health Services Block Grant		93.758	37,592	-
Immunization Cooperative Agreements		93.268	16,873	-
Young Adult Leadership Program	05-95-92-920510-3395	93.243	13,451	12,000
Young Adult Substance Misuse Prevention Strategies	05-95-92-920510-3395	93.243	97,430	95,424
Total State of N.H. Department of Health and Human Services - Capital Area Public Health Network			416,119	107,424
State of N.H. Department of Health and Human Services - Carroll County Coalition for Public Health				
Block Grants for Prevention and Treatment of Substance Abuse		93.959	146,157	-
Hospital Preparedness Program & Public Health Emergency Preparedness Aligned Coop Agreements		93.074	101,013	-
Preventive Health and Health Services Block Grant		93.758	36,929	-
Immunization Cooperative Agreements	05-95-90-902510-5178	93.268	14,323	394
Young Adult Leadership Program	05-95-92-920510-3395	93.243	13,296	12,000
Young Adult Substance Misuse Prevention Strategies	05-95-92-920510-3395	93.243	65,856	4,201
Total State of N.H. Department of Health and Human Services - Carroll County Coalition for Public Health			377,574	16,595
Total Regional Public Health Network Services Cluster			1,205,672	490,577
U.S. Internal Revenue Services				
Department of the Treasury				
Volunteer Income Tax Assistance (VITA) Matching Grant Program		21.009	63,089	-
U.S. Department of Health and Human Services				
State of N.H. Division for Behavioral Health, Bureau of Drug and Alcohol Services				
State Opioid Response Grant		93.788	512,032	-
Total Expenditures of Federal Awards			$ 1,780,793	$ 490,577

The accompanying notes are an integral part of this schedule.

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Note 1. Basis of Presentation

The Schedule of Expenditures of Federal Awards ("the Schedule") includes the federal grant activity of Granite United Way ("the United Way"), under programs of the federal government for the 15-month period ended June 30, 2020. The information in this schedule is presented in accordance with the requirements of the Office of Management and Budget (OMB) *Uniform Guidance*. Because the schedule presents only a selected portion of the operations of the United Way, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the United Way.

Note 2. Basis of Accounting

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

Note 3. Program Costs

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

Note 4. Major Programs

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

Note 5. Indirect Cost Rate

The amount expended includes $65,600 claimed as an indirect cost recovery. The United Way elected to use the 10-percent de minimis indirect cost rate allowed under the Uniform Guidance.

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

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

INDEPENDENT AUDITOR'S REPORT

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

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Granite United Way as of and for the 15-month period ended June 30, 2020, and the related notes to the financial statements, which collectively comprise Granite United Way's basic financial statements, and have issued our report thereon dated November 19, 2020.

Internal Control over Financial Reporting

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

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

70 Commercial Street, 4th Floor
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f: 603-224-3792

59 Emerald Street
Keene, NH 03431
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f: 603-224-3792

44 School Street
Lebanon, NH 03766
v: 603-448-2650
f: 603-448-2476

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

Compliance and Other Matters

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

Purpose of this Report

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

Nathan Wechsler & Company

Concord, New Hampshire
November 19, 2020

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

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

INDEPENDENT AUDITOR'S REPORT

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

Report on Compliance for Each Major Federal Program

We have audited Granite United Way's compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Granite United Way's major federal programs for the 15-month period ended June 30, 2020. Granite United Way's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

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

Auditor's Responsibility

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

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

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44 School Street
Lebanon, NH 03766
v: 603-448-2650
f: 603-448-2476

Opinion on Each Major Federal Program

In our opinion, Granite United Way complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the 15-month period ended June 30, 2020.

Report on Internal Control over Compliance

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

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

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

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

Nathan Wechsler & Company

Concord, New Hampshire
November 19, 2020

GRANITE UNITED WAY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
(UNIFORM GUIDANCE)
15-MONTH PERIOD ENDED JUNE 30, 2020

Section I: Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: *unmodified*

Internal control over financial reporting:

Are any material weaknesses identified?	____	Yes	X	No
Are any significant deficiencies identified?	____	Yes	X	None Reported
Is any noncompliance material to financial statement noted?	____	Yes	X	No

Federal Awards

Internal control over major federal programs:

Are any material weaknesses identified?	____	Yes	X	No
Are any significant deficiencies identified?	____	Yes	X	None Reported
Type of auditor's report issued on compliance for major federal programs:	*unmodified*			
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	____	Yes	X	No

Identification of major federal programs:

CFDA Numbers	Name of federal program or cluster
	Regional Public Health Network Services Cluster
93.959 - Block Grants for Prevention and Treatment of Substance Abuse	
93.074 - Hospital Preparedness Program and Public Health Emergency Preparedness Aligned Cooperative Agreements	
93.354 - Public Health Crisis Response	
93.069 - Public Health Emergency Preparedness	
93.758 - Preventive Health and Health Services Block Grant	
93.243 - Substance Abuse and Mental Health Services	
93.268 - Immunization Cooperative Agreements	

Dollar threshold used to distinguish between type A and type B programs:	$750,000			
Auditee qualified as a low-risk auditee?	____	Yes	X	No

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GRANITE UNITED WAY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
(UNIFORM GUIDANCE)
15-MONTH PERIOD ENDED JUNE 30, 2020

Section II – Financial Statement Findings

No financial statement findings noted.

Section III – Federal Awards Findings

No federal awards findings noted.

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GRANITE UNITED WAY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
(UNIFORM GUIDANCE)
15-MONTH PERIOD ENDED JUNE 30, 2020

Audit Finding Reference: 2019-001

Status of Prior Finding:
For the year ended March 31, 2019, we reviewed a selection of subrecipient expenditures and reimbursement requests and noted that supporting documentation was not being monitored by Granite United Way during the first half of the fiscal year. The planned corrective action was completed during the 15-month period ended June 30, 2020.

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Granite United Way

LIVE UNITED
United Way

2020 Board of Directors

BOARD MEMBER	ADDRESS	PHONE/ CELL / FAX / E-MAIL
Dr. Larissa Baia President, Regional College Dept. Assistant: Liz Lawson	Lakes Region Community College 379 Belmont Road Laconia, NH 03246	[redacted]
Joseph Bator	Primary Bank 207 Route 101 Bedford, NH 03110	[redacted]
William D. Bedor, CPA (Bill) *Secretary* *North Country Campaign Chair &* *Community Impact Chair*	Creative Financial Strategies, Inc. PO Box 350 Littleton, NH 03561	[redacted]
Kathleen Bizarro-Thunberg (Kathy) Executive Vice President	NH Hospital Association 125 Airport Road Concord, NH 03301	[redacted]
Joseph Carelli President of NH and VT Assistant: Mary Charron	Citizen's Bank 900 Elm Street, NE 1540 Manchester, NH 03101	[redacted]
Jason Cole General Counsel Assistant: Lee Moriarty	Catholic Medical Center 100 McGregor Street Manchester, NH 03102	[redacted]
Michael Delahanty Superintendent of Schools Assistant: Patty Scanlan	Salem School District 38 Geremonty Drive Salem, NH 03079	[redacted]
Doug deLara	Baker | Newman | Noyes 650 Elm Street Suite 302 Manchester, NH 03101	[redacted]

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Granite United Way

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2020 Board of Directors

BOARD MEMBER	ADDRESS	PHONE/ CELL / FAX / E-MAIL
Patricia Donahue		[redacted]
Chris Emond Executive Director	Boys & Girls Club of Central New Hampshire 876 No. Main St. Laconia, NH 03246	[redacted]
Paul Falvey President Assistant: Maggie Bartholomew	Bank of New Hampshire 62 Pleasant Street Laconia, NH 03246	[redacted]
Marlene Hammond Underwriting Account Executive	Lincoln Financial Group One Granite Place Concord, NH 03301	[redacted]
Charles Head (Charlie) President & CEO	Sanborn, Head & Associates, Inc. 20 Foundry Street Concord, NH 03301	[redacted]
Joseph Kenney Senior Vice President, Commercial Lending Officer Assistant: Linda O'Donnell	The Provident Bank 115 So. River Road Bedford, NH 03110	[redacted]
Sally Kraft Vice President, Community Health, Population Health Management Div. Assistant: Brittany Goodwin	Dartmouth Hitchcock Medical Center 46 Centerra Parkway Lebanon, NH 03766	[redacted]

2020 Board of Directors

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BOARD MEMBER	ADDRESS	PHONE/FAX/CELL/EMAIL
Christina Lachance Director of Early Childhood and Family Initiatives Assistant: Hannah Robinson	NH Charitable Foundation 37 Pleasant Street Concord, NH 03301	[redacted]
Heather Staples Lavoie President *Chair*	Geneia 50 Commercial Street Manchester, NH 03101	[redacted]
Dr. Chuck Lloyd		[redacted]
Carolyn Maloney Treasurer	Hypertherm P.O. Box 5010 Hanover, NH 03755	[redacted]
Lawrence Major (Larry) Director of Government Relations	Pike Industries, Inc. 3 Eastgate Park Road Belmont, NH 03307	[redacted]
Paul Mertzic	Network 4 Health 401 Cypress Street Manchester, NH 03103	[redacted]
Nannu Nobis CEO	Nobis Engineering 18 Chenell Drive Concord, NH 03301	[redacted]

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2020 Board of Directors

BOARD MEMBER	ADDRESS	PHONE/FAX/CELL/EMAIL
Sean Owen President & CEO *Immediate Past Chair* *GUW Marketing Chair* Assistant:	Wedü 20 Market Street Manchester, NH 03101	[redacted]
Joseph Purington (Joe) Vice President NH Electric Field Operations Assistant: Roxanne Parkhurst	Eversource Energy 780 No. Commercial Street Manchester, NH 03101	[redacted]
Beth Rattigan Attorney *Upper Valley CIC Chair*	Downs Rachlin Martin 67 Etna Road Lebanon, NH 03766	[redacted]
Peter Rayno Executive Vice President/NH Banking & Lending Director	Enterprise Bank 130 Main Street Salem, NH 03079	[redacted]
Betsey Rhynhart Vice President of Population Health	Concord Hospital 250 Pleasant Street Concord, NH 03301	[redacted]
Jeffery Savage (Jeff) Community Volunteer	P.O. Box 2104 Concord, NH 03302	[redacted]
Bill Sherry Chief Operating Officer Assistant: Kathy Scanlon	Granite United Way 22 Concord Street Manchester, NH 03010	[redacted]
Anthony Speller (Tony) Senior Vice President, Engineering and Technical Operations *First Vice Chair* Assistant: Robin Wright	Comcast 676 Island Pond Road Manchester, NH 03109	[redacted]

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Granite United Way

2020 Board of Directors

LIVE UNITED
United Way

BOARD MEMBER	ADDRESS	PHONE/FAX/CELL/EMAIL
Charla Stevens Attorney	McLane, Middleton Law Firm 900 Elm Street, Floor 10 Manchester, NH 03101	[redacted]
Rodney Tenney (Rod) Community Volunteer	8 Hillside Road Concord, NH 03301	[redacted]
Anna Thomas Public Health Director *Southern Region CIC Chair*	Manchester Health Department 1528 Elm Street Manchester, NH 03101	[redacted]
Robert Tourigny Executive Director	NeighborWorks Southern NH 801 Elm Street, 2nd Floor Manchester, NH 03101	[redacted]
Patrick Tufts President & CEO Assistant: Jennifer Sabin	Granite United Way 22 Concord St, Floor 2 Manchester, NH 03101	[redacted]
Jeremy Veilleux Principal *Treasurer*	Baker | Newman | Noyes 650 Elm Street Suite 302 Manchester, NH 03101	[redacted]
Michael Wagner Chief Financial Officer Assistant: Jen Hamilton	Dartmouth College 7 Lebanon Street, Suite 302 Hanover, NH 03755	[redacted]
Cass Walker (Catherine) *Central Region CIC Chair*	LRGHealthcare 80 Highland Street Laconia, NH 03246	[redacted]

Updated: 1/21/2020

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[redacted]

SHANNON SWETT BRESAW, MSW

EDUCATION

Master of Social Work
2002 – 2004 University of New Hampshire Durham, NH

Bachelor of Arts - Clinical Counseling Psychology
1999 – 2002 Keene State College Keene, NH

EXPERIENCE

2007 - Present Granite United Way Concord, NH
Vice President of Public Health

Accomplishments:

- Provides Program Director support for the NH Governor's Recovery Friendly Workplace initiative through program development, staff oversight, resource development, marketing/communications, and evaluation
- Works to align and leverage Granite United Way investments and strategies with other statewide efforts to address public health, addiction, and social determinants of health
- Provides content expertise and consultation in the areas of substance use disorders, public health, community development, contract management, grant writing, reporting, and evaluation
- Develops and maintains strategic partnerships and relationships with key stakeholders across NH
- Provides contract management and oversight to 3 out of the 13 Regional Public Health Networks in NH, including the Capital Area Public Health Network, the Carroll County Coalition for Public Health and the South Central Public Health Network
- Provides direction and leadership towards achievement of each Network's philosophy, mission, strategic plans and goals, through: administration and support, program and service delivery, financial management, and community/public relations
- Coordinates all aspects of federal, state, and local grants and contracts, including resource development/grant-writing, financial oversight and reporting
- Develops community health improvement plans, evaluation plans, and other data-driven, research-informed strategic plans for the Networks
- Works with community impact committees and volunteers through Granite [redacted]

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2005 – 2007 Community Response (CoRe) Coalition Belknap County, NH
Outreach Coordinator, Project Director

Accomplishments:

- Provided leadership for a county-wide, regional alcohol, tobacco, and other drug abuse prevention coalition
- Strengthened capacity of coalition through outreach and collaboration, including partnerships with 10 community sectors, including government, schools, businesses, healthcare, and safety
- Coordinated all aspects of federal, state, and local grants, including financial oversight, progress reports, communications, and work plan goals, objectives, and activities
- Developed, coordinated, promoted, and implemented events, programs, and trainings for youth and adults
- Strengthened youth leadership and involvement in substance abuse prevention activities
- Supervised part-time staff, youth leaders, and volunteers

2004 – 2005 Caring Community Network of the Twin Rivers (CCNTR) Franklin, NH
Community Program Specialist

Accomplishments:

- Assisted in development of programming related to strengthening the public health infrastructure
- Recruited new participants to agency committees and projects
- Facilitated organizational collaboration, compiled research, and developed proposals to funding sources to address community needs
- Facilitated several ongoing committees
- Developed and maintained productive relationships with community and state leaders and agencies
- Participated in several trainings/seminars related to issues including substance abuse prevention, emergency preparedness, leadership, and public health infrastructure development
- Wrote numerous articles and press releases concerning community and public health

PROFESSIONAL ASSOCIATIONS

- American Public Health Association: NH Affiliate Representative to the Governing Council 2018-Current
- NH Public Health Association: Board Member 2018-Current
- Prevention Task Force of the Governor's Commission (Co-Chair): 2017-Current
- NH Governor's Commission on Alcohol and Drug Abuse Prevention, Treatment and Recovery (Prevention Representative): 2016-2018
- NH Drug Overdose Fatality Review Committee (Prevention Representative): 2016-2018
- NH Alcohol and Other Drug Service Providers Association: Treasurer 2007-2011, 2014-2015
- NH Prevention Certification Board's Peer Review Committee: 2009-2011

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Granite United Way

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Shannon Bresaw	Vice President of Public Health	$55.13/hr x 30 hrs = $86,000	25%	$21,500

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 24, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to amend an existing **sole source** agreement with Granite United Way (Vendor #160015-B001#) 22 Concord Street, Second Floor, Manchester, NH 03105, to provide substance use disorder information and call referral services through 2-1-1 NH, statewide, by increasing the price limitation by $100,000 from $1,000,000 to $1,100,000, with no change to the contract completion date of September 29, 2020, effective upon Governor and Executive Council approval. 100% Federal Funds.

This agreement was originally approved by the Governor and Executive Council on October 31, 2018 (Item #17).

Funds to support this request are available in the following account for State Fiscal Years 2020 and 2021 with authority to adjust amounts within the price limitation, and adjust encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT

SFY	Class/ Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2019	102-500731	Contracts for Prog Svc	92057040	$500,000	($121,600)	$378,400
2020	102-500731	Contracts for Prog Svc	92057040	$500,000	$100,000	$600,000
2021	102-500731	Contracts for Prog Svc	92057040	$0	$121,600	$121,600
			Total	**$1,000,000**	**$100,000**	**$1,100,000**

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EXPLANATION

The original contract is sole source because the Department utilizes 2-1-1 NH as its public–facing system to access information and service referrals for substance use disorder services.

The purpose of this request is to enhance and increase substance use disorder information and referral services through 2-1-1 NH, a telephonic service that provides confidential information about substance use disorder support services, and referrals for individuals and their families statewide.

This request, if approved, will enhance current services by:

- Providing emergency transportation and emergency sheltering options to Doorway clients when it is deemed that no other options for these services exist.
- Adding a Community Liaison Specialist (40% FTE) to connect individuals to supportive services related to SUD in their region.
- Providing funds to purchase "closed loop referral" software.

Approximately 10,000 individuals will be served from May 6, 2020 through September 29, 2020.

Granite United Way assists clients with identifying service needs and provides referrals to Doorways and other human services providers. The Contractor also participates in quality monitoring and improvement activities to ensure services provided meet Department standards.

Individuals who call 2-1-1 NH seeking information or substance use disorder service access are referred to current resources in their community and, when appropriate, directly connected to an on-call clinician associated with the State's newly created Doorways services.

Services provided through 2-1-1 NH are multilingual and available twenty-four (24) hours per day, seven (7) days per week. As marketing and outreach for State Opioid Response initiatives increases, the Department anticipates more capacity for 2-1-1 NH services will be needed to address increased call volume, especially as additional housing services become available. If this request is approved, 2-1-1 NH call center services will be enhanced to include assistance with locating transportation for eligible clients; providing assistance for clients who are in need of emergency shelter; and working with the Department to develop a respite shelter voucher policy for Doorway clients and their families.

The above outlined approach is part of the State's accepted proposal to the Substance Abuse and Mental Health Services Administration (SAMHSA) State Opioid Response (SOR) grant opportunity. With this funding opportunity, the Department is using evidence-based methods to expand treatment, recovery and prevention services for individuals with opioid use disorder in New Hampshire.

The Department will monitor the effectiveness of the contract and the delivery of services using the following performance measures:

- The percentage of callers who received a busy tone when they call.
- The average amount of time callers wait in call queues before an agent responds.
- The percentage of callers who hang up before reaching an agent.

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- The average amount of time for the call to be answered.

Should the Governor and Executive Council not authorize this request, individuals may have limited information about services that are available for individuals who have substance use disorders, which may result in potential delays in access to care.

Area served: Statewide.

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, CFDA #93.788 FAIN #H79TI081685.
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Shibinette
Commissioner

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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

April 3, 2020

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract amendment with Granite United Way, (Vendor # 202684-B001) of Manchester, New Hampshire 03105 as described below and referenced as DoIT No. 2019-053A.

> The purpose of this amendment is to enhance and increase substance use disorder information and referral services through the 2-1-1 NH statewide telephonic service. The call center services will be enhanced to include assistance with locating transportation for eligible clients, providing assistance for clients who are in need of emergency shelter, and working with DHHS to develop a respite shelter voucher policy for Doorway clients and their families.
>
> This amendment will increase the contract amount by $100,000 from $1,000,000 to $1,100,000, with no change to the contract completion date, and shall become effective upon the date of Governor and Executive Council approval through September 29, 2020.

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

Sincerely,

Denis Goulet

DG/ik
DoIT #2019-053A

cc: Bruce Smith, IT Manager, DoIT

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Call Center (211) Contract

This 1st Amendment to the Call Center (211) contract (hereinafter referred to as "Amendment #1") 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 with a place of business at 22 Concord Street, 2nd Floor, Manchester NH 03105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 31, 2018, (Item #17), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

WHEREAS, all terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #1 remain in full force and effect; and

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

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read: $1,100,000.
2. Delete Exhibit A, Scope of Services in its entirety and replace with Exhibit A Amendment #1, Scope of Services.
3. Add Exhibit B-1 Amendment #1.
4. Add Exhibit B-2 Amendment #1.

The rest of this page left intentionally blank.

New Hampshire Department of Health and Human Services
Call Center (211)

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

3/25/20
Date

Name: Katja S. Fox
Title: Director

Granite United Way

3/17/2020
Date

Name: Patrick Tufts
Title: President & CEO

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on March 17, 2020, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

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

Kathleen A. Scanlon Notary Public
Name and Title of Notary or Justice of the Peace

My Commission Expires: June 24, 2020

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

New Hampshire Department of Health and Human Services
Call Center (211)

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

OFFICE OF THE ATTORNEY GENERAL

3/30/2020
Date

Name:
Title:

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:

Scope of Services

1. Provisions Applicable to All Services

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

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

1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after September 30, 2020, and the Department shall not be liable for any payments for services provided after September 30, 2020, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

1.4. For the purposes of this contract, Granite United Way shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*

2. Scope of Work

2.1. The Contractor shall provide substance use disorder information and referral services through 2-1-1 NH statewide. Services shall include, but not be limited to:

2.1.1. Ensuring all calls received are answered by a properly trained Information and Referral specialist according to training requirements in Subsection 4.2.

2.1.2. Providing confidential and multilingual services twenty-four (24) hours per day seven (7) days per week.

2.1.3. Identifying information and service needs related to the caller's substance use disorder or the substance use disorder of a family member, significant other, friend, or concerned party.

2.1.4. Assessing callers for additional needs and providing appropriate resources based on eligibility including, but not limited to:

2.1.4.1. Housing

2.1.4.2. Mental health services

2.1.4.3. Social supports

2.1.5. Contacting emergency services, depending on the nature of any crises that may be discussed with the caller, including, but not limited to:

2.1.5.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

2.1.5.2. If the client is unable or unwilling to call 911, the Contractor shall contact emergency services.

2.1.6. Assisting clients who are solely seeking referral information to appropriate treatment and other resources in the client's service area.

2.1.7. Directly transferring clients who have a non-emergency need and are seeking assistance with accessing treatment services to the Department's Regional Doorways for substance use disorder services (Doorways), based on the client's location, when appropriate.

2.2. The Contractor shall update its referral resource database weekly for substance use disorder (SUD) services and other human and social services that aid in individuals in achieving and maintaining recovery.

2.2.1. The Contractor shall conduct ongoing outreach to SUD and health and human service providers to ensure real-time accuracy of resources and update data as appropriate.

2.3. The Contractor shall coordinate social marketing campaigns with existing networks to promote 2-1-1 NH including, but not limited to, the Doorway public messaging campaign. Existing networks include, but are not limited to:

2.3.1. Integrated Delivery Networks (IDNs)

2.3.2. Regional Public Health Networks (RPHNs)

2.4. The Contractor shall participate in all quality compliance, monitoring, and improvement activities requested by the Department which will include, but is not limited to:

2.4.1. Demonstrated compliance with guidelines from the Alliance of Information and Referral Systems (AIRS) for quality control and evaluation.

2.4.2. Participation in electronic and in-person call record reviews.

2.4.3. Participation in site visits.

2.5. The Contractor shall participate in training and technical assistance activities as directed by the Department.

2.6. The Contractor shall provide substance use disorder advanced information and referral services during the hours of 5 pm through 8 am to elevate an individual's transportation and shelter crisis, when no other payer source is available, by:

2.6.1. Providing transportation to and from recovery-related medical appointments, treatment programs, and other locations as identified and recommended by Doorway professional staff to assist the eligible client with recovery;

2.6.2. Providing emergency shelter to assist individuals in need of respite shelter while awaiting treatment and recovery services. The Contractor shall:

2.6.2.1. Collaborate with the Department on a respite shelter voucher policy and related procedures to determine eligibility for respite shelter vouchers based on criteria that include but are not limited to confirming an individual is:

2.6.2.1.1. A Doorway client/family;

2.6.2.1.2. In need of respite shelter while awaiting treatment and recovery services; and

2.6.2.1.3. In need of obtaining financial assistance to access short-term, temporary shelter.

2.6.3. Complying with all the other activities outlined in Exhibit A

2.6.4. Purchasing software, subject to review and approval by the Department that will allow the Contractor to communicate and share personal client information with the Department's Doorways contractors and the Department's afterhours Doorways contractor in order to coordinate transportation and emergency shelter services. The software shall include, but is not limited to:

2.6.4.1. A method to confirm that each referral to a Doorways contractor is received and acknowledged.

2.6.4.2. A method to ensure that notice is returned to the initiating party for each received referral.

2.6.4.3. Confidentiality of client personal identifiable information

2.6.5. Hiring additional staff equivalent to a minimum of .5 FTEs

2.6.6. Training staff on advance information and referral services, which must include, but is not limited to:

2.6.6.1. New processes and procedures for receiving and responding to these calls

2.6.6.2. Receiving, collecting and ensuring secure use and protection of personal identifiable information and any confidential information, including 42CRF Part 2. and personal health information.

2.6.6.3. Using new software

3. State Opioid Response (SOR) Grant Standards

3.1. The Contractor shall establish formal information sharing and referral agreements with the Doorways, compliant with all applicable confidentiality laws, including 42 CFR Part 2.

3.2. The Contractor shall assist the Department with verifying that client referrals to the Doorways have been completed by the Contractor.

3.3. The Contractor shall provide the Department with timelines and implementation plans associated with SOR-funded activities to ensure services are in place within thirty (30)

days of contract effective date, unless the Department approves an alternative timeline at the request of the vendor.

3.3.1. If services are unable to be offered within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.

3.3.2. The Department reserves the right to terminate the contract and liquidate unspent funds if services are not in place within ninety (90) days of contract effective date.

4. Staffing

4.1. The Contractor shall submit a staffing and recruitment plan to the Department within (7) seven days of contract effective date.

4.2. The Contractor shall ensure that all call center staff are properly trained in how to assist individuals with substance use disorder, or concerned parties. Training topics shall include, but not be limited to

4.2.1. Addiction 101.

4.2.2. Eliminating stigma.

4.2.3. Safe language practices.

4.2.4. Safeguarding the confidentiality and lawful re-disclosure of client/caller substance use disorder and other confidential information.

4.2.5. Other topics identified by the Department.

4.3. The Contractor shall provide a minimum of (1) one full-time staff person to update the Contractor's database weekly for SUD services and other human and social services that aid in individuals in achieving and maintaining recovery.

4.3.1. The Contractor shall conduct ongoing outreach to SUD and health and human service providers to ensure real-time accuracy of resources and update data as appropriate.

5. Reporting

5.1. The Contractor shall provide de-identified, aggregate monthly web based reports by the 20th of the month following the reporting month. The reports shall include, but not be limited to:

5.1.1. Number of phone calls received relative to SUD, including the average number of calls each month.

5.1.2. Nature of each phone call.

5.1.3. Number of callers referred from the call center line to Doorways.

5.1.4. Number of callers directly transferred to Doorways.

5.1.5. Number of callers referred from the call center line to non-Doorway services.

5.1.6. Number of callers referred from the call center line to non-SUD services.

5.1.7. Average amount of time callers wait in call queues before an agent responds.

5.1.8. Percentage of total callers who hang up before reaching an agent.

5.1.9. Average amount of time it takes for the call to be answered.

5.1.10. Average amount of time an agent spends speaking with the caller, including hold time.

5.1.11. Percentage of callers that received a busy tone when they call.

5.1.12. Call center caller types (self, concerned party, and/or professional).

5.1.13. Caller demographics and information when available including, but not limited to:

5.1.13.1. Substance of choice.

5.1.13.2. Housing issues.

5.1.13.3. Criminal Justice issues.

5.1.13.4. Employment issues.

5.1.14. Caller location.

5.1.15. Emergency/Imminent Risk Involvement/Level of Urgency.

5.1.16. Services sought.

5.1.17. Outcome of each phone call including, but not limited to:

5.1.17.1. Referrals to Doorway for services and clinical evaluation.

5.1.17.2. Information and resources provided via the phone.

6. Performance Measures

6.1. The Contractor shall ensure that 100% of individuals in need of substance use services who remain on the phone during the transfer of the call are directly transferred to their Regional Doorway.

6.2. The Contractor shall ensure that 100% of individuals who call 2-1-1 NH for SUD service information or referral will speak to a 2-1-1 staff member on the first call.

6.3. The Contractor shall gather baseline data from January 1, 2019 – September 30, 2019 on the areas listed below.

6.3.1. The percentage of callers that received a busy tone when they call.

6.3.2. The average amount of time callers wait in call queues before an agent responds.

6.3.3. The percentage of callers who hang up before reaching an agent.

6.3.4. The average amount of time it takes for the call to be answered.

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New Hampshire Department of Health and Human Services

Contractor name Granite United Way

Budget Request for: Call Center (211)

Budget Period: SFY 2020

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost: Total	Contractor Share / Match: Direct	Contractor Share / Match: Indirect	Contractor Share / Match: Total	Funded by DHHS contract share: Direct	Funded by DHHS contract share: Indirect	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 329,262.20	$ -	$ 329,262.20	$ -	$ -	$ -	$ 329,262.20	$ -	$ 329,262.20
2. Employee Benefits	$ 91,593.42	$ -	$ 91,593.42	$ -	$ -	$ -	$ 91,593.42	$ -	$ 91,593.42
3. Consultants	$ 3,500.00	$ -	$ 3,500.00	$ -	$ -	$ -	$ 3,500.00	$ -	$ 3,500.00
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 6,663.47	$ -	$ 6,663.47	$ -	$ -	$ -	$ 6,663.47	$ -	$ 6,663.47
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 1,207.09	$ -	$ 1,207.09	$ -	$ -	$ -	$ 1,207.09	$ -	$ 1,207.09
6. Travel	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
7. Occupancy	$ 2,002.00	$ -	$ 2,002.00	$ -	$ -	$ -	$ 2,002.00	$ -	$ 2,002.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 31,313.91	$ -	$ 31,313.91	$ -	$ -	$ -	$ 31,313.91	$ -	$ 31,313.91
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 3,000.00	$ -	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 51,040.00	$ -	$ 51,040.00	$ -	$ -	$ -	$ 51,040.00	$ -	$ 51,040.00
10. Marketing/Communications	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00	$ -	$ 10,000.00
11. Staff Education and Training	$ 2,872.00	$ -	$ 2,872.00	$ -	$ -	$ -	$ 2,872.00	$ -	$ 2,872.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (Indirect):	$ 54,545.91	$ -	$ 54,545.91	$ -	$ -	$ -	$ 54,545.91	$ -	$ 54,545.91
Emergency funds	$ 10,000.00	$ -	$ 10,000.00	$ -	$ -	$ -	$ 10,000.00	$ -	$ 10,000.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 600,000.00	$ -	$ 600,000.00	$ -	$ -	$ -	$ 600,000.00	$ -	$ 600,000.00

Indirect As A Percent of Direct: 0.0%

Contractor Initials DK

Date 3/17/2020

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New Hampshire Department of Health and Human Services

Contractor name

Budget Request for: Call Center (211)

Budget Period: SFY 2021

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 84,784.08	$ -	$ 84,784.08	$ -	$ -	$ -	$ 84,784.08	$ -	$ 84,784.08
2. Employee Benefits	$ 15,261.13	$ -	$ 15,261.13	$ -	$ -	$ -	$ 15,261.13	$ -	$ 15,261.13
3. Consultants	$ 50.00	$ -	$ 50.00	$ -	$ -	$ -	$ 50.00	$ -	$ 50.00
4. Equipment	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
5. Supplies	$ 75.00	$ -	$ 75.00	$ -	$ -	$ -	$ 75.00	$ -	$ 75.00
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
6. Travel	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -	$ 100.00	$ -	$ 100.00
7. Occupancy	$ 400.00	$ -	$ 400.00	$ -	$ -	$ -	$ 400.00	$ -	$ 400.00
8. Current Expenses		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 8,750.00	$ -	$ 8,750.00	$ -	$ -	$ -	$ 8,750.00	$ -	$ 8,750.00
Postage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00	$ -	$ 250.00
Insurance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
9. Software	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -	$ 100.00	$ -	$ 100.00
10. Marketing/Communications	$ 250.00	$ -	$ 250.00	$ -	$ -	$ -	$ 250.00	$ -	$ 250.00
11. Staff Education and Training	$ 100.00	$ -	$ 100.00	$ -	$ -	$ -	$ 100.00	$ -	$ 100.00
12. Subcontracts/Agreements	$ 50.00	$ -	$ 50.00	$ -	$ -	$ -	$ 50.00	$ -	$ 50.00
13. Other (specific details mandatory):		$ -	$ -	$ -	$ -	$ -		$ -	$ -
hotel/transport	$ 969.79	$ -	$ 969.79	$ -	$ -	$ -	$ 969.79	$ -	$ 969.79
Indirect	$ 12,160.00	$ -	$ 12,160.00	$ -	$ -	$ -	$ 12,160.00	$ -	$ 12,160.00
	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 121,600.00	$ -	$ 121,600.00	$ -	$ -	$ -	$ 121,600.00	$ -	$ 121,600.00

Indirect As A Percent of Direct 0.0%

Contractor Initials

Date 3/17/2020

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH
BUREAU OF DRUG AND ALCOHOL SERVICES

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

105 PLEASANT STREET, CONCORD, NH 03301
603-271-6110 1-800-852-3345 Ext. 6738
Fax: 603-271-6105 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

October 10, 2018

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, Bureau of Drug and Alcohol Services, to enter into a **sole source** agreement with Granite United Way, Vendor #160015-B001#, 22 Concord Street, Second Floor, Manchester, New Hampshire 03105, in an amount not to exceed $1,000,000, to provide substance use disorder information and call referral services through 2-1-1 NH statewide, effective upon date of Governor and Executive Council approval, through Sept. 29, 2020.

Funds are available in the following account(s) for State Fiscal Year (SFY) 2019, and are anticipated to be available in SFY 2020, upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-92-920510-7040 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SERVICES, STATE OPIOID RESPONSE GRANT

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2019	102-500731	Contracts for Prog Svc	TBD	$500,000
SFY 2020	102-500731	Contracts for Prog Svc	TBD	$500,000
			Total	$1,000,000

EXPLANATION

This request is **sole source** because the Department is seeking to utilize 2-1-1 NH to restructure its public-facing system for access to information and service referrals for substance use disorder services. Presently, the Department funds a separate 1-800 number for addiction hotline calls and the Department is seeking to re-align this service information and access into a streamlined

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approach, as part of the State Opioid Response grant. Granite United Way was selected as the sole source contractor given its current operation of the 2-1-1 NH number for multiple other services. This streamlined approach will eliminate duplication of having multiple phone numbers, by adjusting and transferring the scope of the addiction hotline calls into 2-1-1 NH. Additionally, aligning substance use service information and access with 2-1-1 allows for the whole person's needs to be met when they call, given the multiple resources 2-1-1 has for referrals through other related contracts (e.g: Homeless and Housing, ServiceLink, etc.). Individuals who call 2-1-1 seeking information or substance use disorder service access will be connected to up-to-date resources in their community and when appropriate, directly connected to an on-call clinician associated with the State's newly created Regional Hubs for Substance Use Disorder services, to begin addressing their needs.

Funds in this agreement will be used to provide substance use disorder information and referral services through 2-1-1 NH statewide, a telephonic service that provides confidential and multilingual services twenty-four (24) hours per day, seven (7) days per week. Granite United Way will assist clients with identifying service needs and by providing referrals to the Regional Hubs or other human service providers as a caller's needs are identified. Granite United Way will also participate in quality compliance, monitoring, and improvement activities to ensure that services provided meet Department standards.

The above outlined approach is part of the State's accepted proposal to the Substance Abuse and Mental Health Services Administration (SAMHSA) State Opioid Response (SOR) grant opportunity. With this funding opportunity, New Hampshire will use evidence-based methods to expand treatment, recovery and prevention services to individuals with OUD in NH, and the use of 2-1-1 NH as the public-facing phone number for services is critical to the Department's plan.

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

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until additional Federal resources are allocated for this purpose and an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021.

Should Governor and Executive Council not authorize this Request, individuals in NH will have limited information about where to seek information or services for substance use disorder and have potential delays in access to care.

Area served: Statewide.

Source of Funds: 100% Federal Funds from the Substance Abuse and Mental Health Services Administration, CFDA #93.788 FAIN #H79TI081685.

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

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Respectfully submitted,

Katja S. Fox
Director

Approved by:

Jeffrey A. Meyers
Commissioner

FORM NUMBER P-37 (version 5/8/15)

Subject: Crtl Center (2111) (SS-2019-BDAS-04-CALLC)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services	1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857
1.3 Contractor Name Granite United Way 10/17/18 (BT)	1.4 Contractor Address 22 Concord Street, 2nd Floor PO Box 211 Manchester NH 03105
1.5 Contractor Phone Number 603-621-6893	1.6 Account Number 05-95-42-420510-7040 BHS: ~~05-95-42-423010-7928~~-102-500731
1.7 Completion Date 9/29/2020	1.8 Price Limitation $1,000,000
1.9 Contracting Officer for State Agency Nathan D. White Director of Contracts and Procurement	1.10 State Agency Telephone Number 603-271-9631
1.11 Contractor Signature Patrick Tufts	1.12 Name and Title of Contractor Signatory PATRICK TUFTS, President

1.13 Acknowledgement: State of New Hampshire County of Hillsborough

On 26th day of Sept, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Kathleen A Scanlon [Seal]

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

1.13.2 Name and Title of Notary or Justice of the Peace

Kathleen A Scanlon Notary Public Office Manager

1.14 State Agency Signature Katja S Fox Date: 10/17/18	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

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

By: Director, On:

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

By: On: 10/17/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

FORM NUMBER P-37 (version 5/8/15)

Subject: Call Center (211) (SS-2019-BDAS-04-CALLC)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Granite United Way		1.4 Contractor Address 22 Concord Street, 2nd Floor PO Box 211 Manchester NH 03105	
1.5 Contractor Phone Number 603-621-6893	1.6 Account Number BHS: 05-95-42-423010-7928-102-500731	1.7 Completion Date 9/29/2020	1.8 Price Limitation $1,000,000
1.9 Contracting Officer for State Agency Nathan D. White Director of Contracts and Procurement		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Patrick Tufts		1.12 Name and Title of Contractor Signatory PATRICK TUFTS, President	

1.13 Acknowledgement: State of New Hampshire County of Hillsborough

On 26th day of Sept, 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] Kathleen A Scanlon

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

1.13.2 Name and Title of Notary or Justice of the Peace

Kathleen A Scanlon Notary Public Office Manager

1.14 State Agency Signature Katy Fox Date: 10/17/18	1.15 Name and Title of State Agency Signatory Katy S Fox, Director

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

By: Director, On:

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

By: On: 10/17/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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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

October 16, 2018

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract with Granite United Way, (Vendor # 202684-B001) of Manchester, New Hampshire 03105 as described below and referenced as DoIT No. 2019-053.

> This contract will provide support for the transition of the current Addiction Hotline number and ongoing operations of a 24/7 call center through 2-1-1 NH, to ensure that individuals seeking information or help with substance use disorder have access to information and service referral.
>
> The amount of the contract is not to exceed $1,000,000 and shall become effective upon the date of Governor and Executive Council approval through September 29, 2020.

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

Sincerely,

Denis Goulet

DG/ik/ck
DoIT #2019-053

cc: Bruce Smith, IT Manager, DoIT

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

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

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

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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Date 9-26-18

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

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

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

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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Date 9-26-19

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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

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

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

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

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

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

Contractor Initials PT
Date 9-26-19

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Scope of Services

1. Provisions Applicable to All Services

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

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

1.3. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2019, and the Department shall not be liable for any payments for services provided after June 30, 2019, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2020-2021 and SFY 2022-2023 biennia.

1.4. The State has applied for the State Opioid Response Grant (TI-18-015) and will continue to perform due diligence in the application process. However, the State makes no representation that it will receive the funds. In no event shall the State be liable for costs incurred or payment of any services performed by the Contractor prior to the State's receipt of federal funds applied for in the State Opioid Response Grant (TI-18-015.

1.5. For the purposes of this contract, Granite United Way shall be identified as a subrecipient, in accordance with 2 CFR 200.0. *et seq.*

2. Scope of Work

2.1. The Contractor shall provide substance use disorder information and referral services through 2-1-1 NH statewide. Services shall include, but not be limited to:

2.1.1. Ensuring all calls received are answered by a properly trained Information and Referral specialist according to training requirements in Subsection 4.2.

2.1.2. Providing confidential and multilingual services twenty-four (24) hours per day seven (7) days per week.

2.1.3. Identifying information and service needs related to the caller's substance use disorder or the substance use disorder of a family member, significant other, friend, or concerned party.

2.1.4. Assessing callers for additional needs and providing appropriate resources based on eligibility including, but not limited to:

2.1.4.1. Housing

2.1.4.2. Mental health services

2.1.4.3. Social supports

2.1.5. Contacting emergency services, depending on the nature of any crises that may be discussed with the caller, including, but not limited to:

2.1.5.1. Directing callers to 911 if a client is in imminent danger or there is an emergency.

2.1.5.2. If the client is unable or unwilling to call 911, the Contractor shall contact emergency services.

2.1.6. Assisting clients who are solely seeking referral information to appropriate treatment and other resources in the client's service area.

2.1.7. Directly transferring clients who have a non-emergency need and are seeking assistance with accessing treatment services to the Department's Regional Hubs for substance use disorder services (Hubs), based on the client's location, when appropriate.

2.2. Prior to initiating services, the Contractor shall collaborate with the Department to establish a plan for triaging calls from 2-1-1 NH to the Hubs. The plan must be approved by the Department no later than October 31, 2018. The plan shall include, but not be limited to:

2.2.1. Identification of best practices.

2.2.2. Protocols and procedures for the call triage system.

2.2.3. A process for bi-directional information sharing of updated referral resource databases to ensure that each entity has recently updated referral information.

2.3. The Contractor shall have agreements with all Hubs for bi-directional communication and coordination of services no later than January 1, 2019.

2.4. The Contractor shall update its referral resource database weekly for substance use disorder (SUD) services and other human and social services that aid in individuals in achieving and maintaining recovery.

2.4.1. The Contractor shall conduct ongoing outreach to SUD and health/human service providers to ensure real-time accuracy of resources and update data as appropriate.

2.5. The Contractor shall coordinate social marketing campaigns with existing networks to promote 2-1-1 NH including, but not limited to, the Anyone, Anytime campaign. Existing networks include, but are not limited to:

2.5.1. Integrated Delivery Networks (IDNs)

2.5.2. Regional Public Health Networks (RPHNs)

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2.6. The Contractor shall participate in all quality compliance, monitoring, and improvement activities requested by the Department which will include, but is not limited to:

2.6.1. Demonstrated compliance with guidelines from the Alliance of Information and Referral Systems (AIRS) for quality control and evaluation.

2.6.2. Participation in electronic and in-person call record reviews.

2.6.2.1. Caller satisfaction surveys, which will be developed in collaboration with and approved by the Department for evaluation use beginning in July 2019.

2.6.3. Participation in site visits.

2.7. The Contractor shall participate in training and technical assistance activities as directed by the Department.

3. State Opioid Response (SOR) Grant Standards

3.1. The Contractor shall establish formal information sharing and referral agreements with the Hubs, compliant with all applicable confidentiality laws, including 42 CFR Part 2.

3.2. The Contractor shall assist the Department with verifying that client referrals to the Hubs have been completed by the Contractor.

3.3. The Contractor shall provide the Department with timelines and implementation plans associated with SOR-funded activities to ensure services are in place within thirty (30) days of contract effective date, unless the Department approves an alternative timeline at the request of the vendor.

3.3.1. If services are unable to be offered within the required timeframe, the Contractor shall submit an updated implementation plan to the Department for approval to outline anticipated service start dates.

3.3.2. The Department reserves the right to terminate the contract and liquidate unspent funds if services are not in place within ninety (90) days of contract effective date.

4. Staffing

4.1. The Contractor shall submit a staffing and recruitment plan to the Department within (7) seven days of contract effective date.

4.2. The Contractor shall ensure that all call center staff are properly trained in how to assist individuals with substance use disorder, or concerned parties. Training topics shall include, but not be limited to

4.2.1. Addiction 101.

4.2.2. Eliminating Stigma.

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4.2.3. Safe language practices.

4.2.4. Other topics identified by the Department.

4.3. The Contractor shall provide a minimum of (1) one full-time staff person to update the Contractor's database weekly for SUD services and other human and social services that aid in individuals in achieving and maintaining recovery.

4.3.1. The Contractor shall conduct ongoing outreach to SUD and health and human service providers to ensure real-time accuracy of resources and update data as appropriate.

5. Reporting

5.1. The Contractor shall provide de-identified, aggregate monthly web based reports by the 20th of the month following the reporting month. The reports shall include, but not be limited to:

5.1.1. Number of phone calls received relative to SUD, including the average number of calls each month.

5.1.2. Nature of each phone call.

5.1.3. Number of callers referred from the call center line to Hubs.

5.1.4. Number of callers directly transferred to Hubs.

5.1.5. Number of callers referred from the call center line to non-Hub services.

5.1.6. Number of callers referred from the call center line to non-SUD services.

5.1.7. Average amount of time callers wait in call queues before an agent responds.

5.1.8. Percentage of total callers who hang up before reaching an agent.

5.1.9. Average amount of time it takes for the call to be answered.

5.1.10. Average amount of time an agent spends speaking with the caller, including hold time.

5.1.11. Percentage of callers that received a busy tone when they call.

5.1.12. Call center caller types (self, concerned party, and/or professional).

5.1.13. Caller demographics and information when available including, but not limited to:

5.1.13.1. Substance of choice.

5.1.13.2. Housing issues.

5.1.13.3. Criminal Justice issues.

5.1.13.4. Employment issues.

5.1.14. Caller location.

5.1.15. Emergency/Imminent Risk Involvement/Level of Urgency.

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5.1.16. Services sought.

5.1.17. Outcome of each phone call including, but not limited to:

5.1.17.1. Referrals to Hub for services and clinical evaluation.

5.1.17.2. Information and resources provided via the phone.

6. Performance Measures

6.1. The Contractor shall ensure that 100% of individuals in need of substance use services who remain on the phone during the transfer of the call are directly transferred to their Regional Hub .

6.2. The Contractor shall ensure that 100% of individuals who call 2-1-1 NH for SUD service information or referral will speak to a 2-1-1 staff member on the first call.

6.3. The Contractor shall gather baseline data from January 1, 2019 – September 30, 2019 on the areas listed below. Performance measures regarding these areas will be negotiated with the Contractor by October 30, 2019.

6.3.1. The percentage of callers that received a busy tone when they call.

6.3.2. The average amount of time callers wait in call queues before an agent responds.

6.3.3. The percentage of callers who hang up before reaching an agent.

6.3.4. The average amount of time it takes for the call to be answered.

New Hampshire Department of Health and Human Services
Call Center (211)

Exhibit B

Method and Conditions Precedent to Payment

1) The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.

   1.1. This Agreement is funded with funds from the Substance Abuse and Mental Health Services Administration, State Opioid Response Grant, CFDA #93.788, Federal Award Identification Number (FAIN), H79TI081685.

   1.2. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.

2) Payment for said services shall be made monthly as follows:

   2.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item in Exhibit B-1 and Exhibit B-2.

   2.2. The Contractor will submit an invoice in a form satisfactory to the State by the twentieth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The invoice must be completed, signed, dated and returned to the Department in order to initiate payment. The Contractor agrees to keep records of their activities related to Department programs and services.

   2.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available. The Contractor will keep detailed records of their activities related to DHHS-funded programs and services.

   2.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.

   2.5. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Abby.Shockley@dhhs.nh.gov .

   2.6. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

3) Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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SPECIAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
    19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
    19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
    19.3. Monitor the subcontractor's performance on an ongoing basis

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19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

REVISIONS TO GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

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

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

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

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

Contractor Name:

9-26-18
Date

Name: Patrick Tufts
Title: President

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CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Contractor Name:

9-26-18
Date

Name: Patrick Tufts
Title: President

Contractor Initials PT
Date 9-26-18

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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

Contractor Initials PJ
Date 9-26-18

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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:

9-26-18
Date

Name: Patrick Tufts
Title: President

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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 subgranlees 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.

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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:

9-26-18
Date

Name: Patrick Tufts
Title: President

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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:

9-26-18
Date

Name:
Title:

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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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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

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

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

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

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

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

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

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

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

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

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

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

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

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

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

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

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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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.

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e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	Granite United Way
The State	Name of the Contractor
Katja S. Fox	P Tufts
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Patrick Tufts
Name of Authorized Representative	Name of Authorized Representative
Director	President
Title of Authorized Representative	Title of Authorized Representative
10/18/18	9-26-18
Date	Date

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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:

9-26-18
Date

Name: Patrick Tufts
Title: President

New Hampshire Department of Health and Human Services
Exhibit J

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: 1564849900000

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: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, " Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

B. Disposition

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

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

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e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov