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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver
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

December 4, 2023

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 enter into a **Sole Source** amendment to an existing contract with Granite United Way (VC#160015-8001), Concord, NH, to expand Recovery Friendly Workplace Initiative services that promote employee health and wellness by proactively preventing substance misuse and supporting recovery from substance use disorders, by increasing the price limitation by $2,054,360 from $1,700,000 to $3,754,360 and by extending the completion date from June 30, 2024 to June 30, 2025, effective upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on December 18, 2020 (Item #13), amended on May 18, 2022 (Item #22), and most recently amended on April 12, 2023 (Item #14).

Funds are available in the following accounts for State Fiscal Years 2024 and 2025, 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.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	92058501	$450,000	$0	$450,000
2022	102-500731	Contracts for Prog Svc	92058501	$450,000	$0	$450,000
2023	102-500731	Contracts for Prog Svc	92058501	$400,000	$0	$400,000
2024	102-500731	Contracts for Prog Svc	92058501	$400,000	$0	$400,000
			Subtotal	***$1,700,000***	***$0***	***$1,700,000***

05-95-92-920510-33840000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, CLINICAL SERVICES (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	103-502664	Contracts for OP services	92056505	$0	$1,027,180	$1,027,180
2025	103-502664	Contracts for OP services	92056505	$0	$1,027,180	$1,027,180
			Subtotal	***$0***	***$2,054,360***	***$2,054,360***
			Grand Total	***$1,700,000***	***$2,054,360***	***$3,754,360***

EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the completion dates beyond the available renewal options and add funding. New Hampshire House Bill 2 (2023), Section 559, appropriated funding to the Department for Granite United Way to expand and enhance the Recovery Friendly Workplace initiative.

The purpose of this request is to grow and expand Recovery Friendly Workplace Initiatives through active outreach and recruitment of no less than 36 new Recovery Friendly Work Places each SFY and to add sufficient staff members to provide the additional education and technical assistance to businesses and to effectively manage the expansion. The Recovery Friendly Workplace Initiative promotes individual wellness by empowering workplaces to provide support for people recovering from substance use disorder.

The Contractor will continue to oversee and manage the Recovery Friendly Workplace Initiative by assisting businesses and organizations, statewide, to develop and implement sustainable programs that proactively prevent employee substance misuse and support the recovery of employees. The Contractor also will coordinate with the Department to promote the Strong as Granite Campaign. Strong as Granite is a platform to raise awareness for the depth and breadth of mental health and substance use resources and support available throughout New Hampshire as part of a coordinated effort to bring help, hope and healing to all Granite residents without judgment.

The Department will continue monitoring the performance of contracted services through the review of quarterly reports.

Should the Governor and Council not authorize this request the Recovery Friendly Workplace Initiative program will not be able to provide prevention and recovery programming, educational materials, and other substance misuse resources to current Recovery Friendly Workplaces or be able to recruit new businesses into the program. This may result in lack of support by businesses for employees and their families struggling with substance misuse, and increase negative impacts on community health and safety related to substance misuse.

Area served: Statewide.

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

Respectfully submitted,

for:

Lori A. Weaver
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the Recovery Friendly Workplace Initiative contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Granite United Way ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 18, 2020 (Item #13), May 18, 2022, (Item #22), and as most recently amended on April 12, 2023 (Item #14), 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, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

   June 30, 2025

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

   $3,754,360

3. Modify Exhibit B, Scope of Services by replacing in its entirety with Exhibit B Amendment #3, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit C, Payment Terms, Section 1 to read:

   1. This Agreement is funded by:

      1.1. 54.7% General Funds; and

      1.2. 45.3% Other Funds (Governor Commission).

5. Modify Exhibit C, Payment Terms, Section 3 to read:

   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 Exhibits C-1, Budget through Exhibit C-4, Amendment #3 Budget.

6. Modify Exhibit C-3, Amendment #2 Budget, by replacing it in its entirety with Exhibit C-3, Amendment #3 Budget, which is attached hereto and incorporated by reference herein.

7. Add Exhibit C-4 Amendment #3 Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and 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

12/5/2023
Date

DocuSigned by:
Katja S. Fox
ED9D95B04C63442...
Name: Katja S. Fox
Title: Director

Granite United Way

12/5/2023
Date

DocuSigned by:
Patrick Tufts
475837A116D145E...
Name: Patrick Tufts
Title: President

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

OFFICE OF THE ATTORNEY GENERAL

12/8/2023

Date

DocuSigned by:
Robyn Guarino
7487348494941400...

Name: Robyn Guarino
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:

New Hampshire Department of Health and Human Services
Recovery Friendly Workplace Initiative

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must implement and oversee the Recovery Friendly Workplace (RFW) initiative in coordination with Governor's Office, New Hampshire RFW Advisory Council, the Department, and other key stakeholders, which include, but are not limited to:

1.1.1. Current RFWs.

1.1.2. Prospective businesses and organizations.

1.1.3. Substance misuse provider organizations.

1.1.4. Recovery organizations.

1.1.5. State and federal government organizations.

1.2. The Contractor must ensure services are available statewide.

1.3. The Contractor must develop a strategic plan for the RFW program, and submit the plan to the Department for review and approval. The Contractor must ensure the strategic plan includes, but is not limited to program:

1.3.1. Policies.

1.3.2. Standards.

1.3.3. Goals.

1.3.4. Objectives.

1.4. The Contractor must update the strategic plan periodically, as needed, in collaboration with the New Hampshire RFW Advisory Council and the Department. The Contractor must submit updated strategic plans to the Department.

1.5. The Contractor must oversee, manage, and expand the RFW initiative by assisting businesses and organizations to develop and implement sustainable programs that proactively prevent substance misuse by employees.

1.6. The Contractor must assist participating employers with developing and providing programs that support employees in recovery from Substance Use Disorders (SUD).

1.7. The Contractor must collaborate with stakeholders, including public health networks and prevention and recovery organizations, to develop:

1.7.1. Documents and materials for RFW programs.

1.7.2. Guidelines for RFW programs.

1.7.3. Evidence-based training modules and resources to support RFWs.

1.8. The Contractor must collaborate with public health networks, recovery community organizations, and related community partners to develop and update resources and materials for communication, marketing, and RFW program implementation. The Contractor must:

1.8.1. Revise and print RFW orientation packet materials for distribution to prospective RFWs;

1.8.2. Ensure the Recovery Friendly Workplace New Hampshire website is current by updating information, as requested and approved by the Department;

1.8.3. Publish current information about RFW through social media accounts including, but not limited to:

1.8.3.1. Facebook.

1.8.3.2. Twitter.

1.8.3.3. LinkedIn.

1.8.4. Develop and disseminate ongoing communications relative to RFW initiatives implemented to community partners including but not limited to:

1.8.4.1. Public Health Networks.

1.8.4.2. Recovery Community Organizations (RCOs).

1.8.4.3. Prevention Providers.

1.8.5. Develop and disseminate general marketing materials to employers that have not yet implemented RFW initiatives;

1.8.6. Develop recommendations for evidence-based program materials relative to RFW initiatives; and

1.8.7. Develop and update materials, as necessary, to ensure comprehensive toolkits are available to employers implementing RFW initiatives.

1.9. The Contractor must develop recruitment strategies and outreach plans to grow and expand the RFW initiatives, statewide, including, but not limited to:

1.9.1. Conducting one-on-one outreach meetings with key stakeholders to understand needs, gaps, barriers, and assets.

1.9.2. Responding to inquiries from employers, other states, and other key stakeholders.

1.9.3. Recruiting new and prospective Recovery Friendly Work Places

1.9.4. Providing training sessions, presentations, and or/ other related activities with businesses, workplaces, and key partners

1.10. The Contractor must ensure business leaders, workplaces, and other key partners receive training that includes, but is not limited to the following topics:

1.10.1. Understanding SUD and Stigma.

1.10.2. Why the Workforce Needs People in Recovery.

1.10.3. How to Access Resources in NH: 211, 288, and The NH Doorway System.

1.10.4. Proven Results of Recovery Friendly Workplaces.

1.10.5. Overcoming the Impact of SUD through Recovery.

1.10.6. Saving a Life with Naloxone.

1.11. The Contractor must track outreach to organizations and businesses for participation in the RFW program, including, but not limited to :

1.11.1. Organization or business name.

1.11.2. Date of contact.

1.11.3. Method of contact.

1.11.4. Name and title of individual(s) engaged.

1.11.5. Level of engagement based on criteria described in RFW Levels of Engagement.

1.12. The Contractor must utilize tracked data to assist evaluation efforts to determine program effectiveness, cost effectiveness, and utilization.

1.13. The Contractor must identify grant opportunities, develop proposals and produce required reporting to funding sources.

1.14. The Contractor must coordinate with the Department to promote the Department's Strong As Granite campaign.

1.15. <u>Staffing</u>

1.15.1. The Contractor must provide staff to meet all requirements in this Agreement, that includes, but is not limited to the following duties:

1.15.1.1. Providing consultation, ensuring alignment to other internal and external initiatives and providing contractor representation.

1.15.1.2. Project management and direction for the RFW initiative.

1.15.1.3. Providing strategic vision and plans to increase impact and build a sustainable initiative.

1.15.1.4. Developing and sustaining relationships with workplaces, recovery community organizations, and workforce development programs to ensure employers and employees have access to existing resources that support job search, recruitment, and retention efforts.

1.15.1.5. Supervision of staff and day-to-day operations.

1.15.1.6. Developing, expanding, and ensuring effective implementation of the RFW initiative.

1.15.1.7. Providing administrative, marketing, and communications support to RFW leadership, staff and stakeholders.

1.15.2. The Contractor must submit a staffing plan, to the Department, no later than ten (10) business days following the contract effective date. The Contractor must ensure the staffing plan includes, but is not limited to:

1.15.2.1. Names, titles, hourly wages, and brief description of duties for all internal positions.

1.16. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.17. Reporting

1.17.1. The Contractor must submit the strategic plan for the RFW program to the Department for review and approval, no later than ten (10) business days following the contract effective date.

1.17.2. The Contractor must submit quarterly reports on the RFW initiative, which include, but are not limited to:

1.17.2.1. Number of workplaces active in the designation process.

1.17.2.2. Number of letters of interest received from prospective organizations and businesses.

1.17.2.3. Number of organizations and businesses contacted.

1.17.2.4. The name of each organization and business contacted with a level of engagement value assigned based on the designations described in the RFW Levels of Engagement.

1.17.2.5. Number of new organizations and businesses designated as RFW.

1.17.2.6. Number of RFW designated organizations and businesses that discontinued participation as a RFW.

1.17.2.7. Supply distribution of Naloxone, drug deactivation and disposal systems, and other related items.

1.17.2.8. Google and social media analytics tracking website and social media activity.

1.17.2.9. Number and type of research-based information developed, including training and marketing materials.

1.17.2.10. Number of workplaces, recovery community organizations, and workforce development partners engaged.

1.17.2.11. A list of each training and presentation provided, including, but not limited to:

1.17.2.11.1. Event date, length, and topic.

1.17.2.11.2. Trainer.

1.17.2.11.3. Organization or business receiving training or presentation.

1.17.2.11.4. Number of attendees.

1.17.3. The Contractor must provide a written report within two (2) business days of a request by Department, to describe progress, problems, and/or developments regarding the services provided through this Agreement.

1.17.4. The Contractor must actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

1.17.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.18. Performance Measures

1.18.1. The Department will monitor Contractor performance by measuring the following:

1.18.1.1. Engagement with at least three (3) workplace development programs each State Fiscal Year (SFY);

1.18.1.2. Recruitment of 36 new Recovery Friendly Workplaces each SFY; and

1.18.1.3. Provision of at least 750 training sessions, presentations, and other related activities with businesses and workplaces each SFY.

2. Additional Terms

2.1. Impacts Resulting from Court Orders or Legislative Changes

2.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

2.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

2.2.1. The Contractor must submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

2.3. Credits and Copyright Ownership

2.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under an 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."

2.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or

use.

2.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to:

2.3.3.1. Brochures.

2.3.3.2. Resource directories.

2.3.3.3. Protocols or guidelines.

2.3.3.4. Posters.

2.3.3.5. Reports.

2.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3. Records

3.1. The Contractor must keep records that include, but are not limited to:

3.1.1. Books, records, documents and other electronic or physical 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.

3.1.2. All records must 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.

Exhibit C-3 Amendment #3 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	Granite United Way
Budget Request for:	Recovery Friendly Workplace Initiative
Budget Period	SFY 24 July 1, 2023 - June 30, 2024
Indirect Cost Rate (if applicable)	0.1
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$597,954
2. Fringe Benefits	$191,345
3. Consultants	$25,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$2,357
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$7,500
6. Travel	$15,500
7. Software	$1,500
8. (a) Other - Marketing/ Communications	$15,000
8. (b) Other - Education and Training	$15,000
8. (c) Other - Other (specify below)	$0
Other (please specify)	$3,780
Other (please specify)	$1,500
Other (please specify)	$15,000
Other (please specify)	$0
9. Subrecipient Contracts	$406,000
Total Direct Costs	$1,297,436
Total Indirect Costs	$129,744
TOTAL	$1,427,180

Contractor Initial: PT (DS)

Date: 12/5/2023

Exhibit C-4 Amendment #3 Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	Granite United Way
Budget Request for:	Recovery Friendly Workplace Initiative
Budget Period	SFY 25 July 1, 2024 - June 30, 2025
Indirect Cost Rate (if applicable)	0.1
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$609,234
2. Fringe Benefits	$194,955
3. Consultants	$20,000
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$2,411
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$7,500
6. Travel	$15,500
7. Software	$1,500
8. (a) Other - Marketing/ Communications	$12,420
8. (b) Other - Education and Training	$10,000
8. (c) Other - Other (specify below)	$0
Other (please specify)	$3,780
Other (please specify)	$1,500
Other (please specify)	$15,000
Other (please specify)	$0
9. Subrecipient Contracts	$40,000
Total Direct Costs	$933,800
Total Indirect Costs	$93,380
TOTAL	$1,027,180

Contractor Initial: PT (DS)

Date: 12/5/2023

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: **0006205201**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2023.

David M. Scanlan
Secretary of State

DocuSign Envelope ID: 4E5CF814-4D36-4534-9CB5-9E842189B1CA

CERTIFICATE OF AUTHORITY

I, Charles Lloyd, hereby certify that:

1. I am the duly elected Board 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: 12-01-2023

Signature of Elected Officer
Name: Charles Lloyd
Title: Board Chair

DocuSign Envelope ID: 4E5CF814-4D36-4534-9CB5-9E842189B1CA

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/9/2023

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: Alyssa Woods
PHONE (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-8012
E-MAIL ADDRESS: awoods@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: 23-24 all lines REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			ZHV900337109	1/1/2023	1/1/2024	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 X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			ZHV900337109	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			UHV9003210-09	1/1/2022	1/1/2023	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 WHV8996802-10	1/1/2023	1/1/2024	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

State of NH
Department of Health and Human
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
C Holman, CPCU, CIC/C

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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.

Granite United Way

Merrimack County
45 South Main Street
Concord, NH 03301
603.224.2595

Southern Region
22 Concord Street
Manchester, NH 03101
603.625.6939

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

Northern Region
961 Main Street
Berlin, NH 03570
603.752.3343

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

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

Whole Village
258 Highland Street
Plymouth, NH 03264
603.536.3720

Carroll County United
448A White Mtn. Highway
Tamworth, NH 03885
603.323.8139

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GRANITE UNITED WAY

FINANCIAL REPORT

JUNE 30, 2022

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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 Audit of the Financial Statements

Opinion

We have audited the financial statements of Granite United Way, which comprise the statement of financial position as of June 30, 2022 and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Granite United Way as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Granite United Way and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management 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; and for 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.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Granite United Way's ability to continue as a going concern for one year after the date that the financial statements are issued.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit 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 Granite United Way's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Granite United Way's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Summarized Comparative Information

We have previously audited Granite United Way's June 30, 2021 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 18, 2021. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2021 is consistent, in all material respects, with the audited financial statements from which it has been derived.

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

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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 22, 2022 on our consideration of Granite United Way's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Granite United Way's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Granite United Way's internal control over financial reporting and compliance.

Other Supplementary Information

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

Nathan Vecchio & Company

Concord, New Hampshire
November 22, 2022

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GRANITE UNITED WAY

STATEMENT OF FINANCIAL POSITION
June 30, 2022 with comparative totals as of June 30, 2021

ASSETS

	2022			2021
	Without Donor/ Time Restrictions	With Donor/ Time Restrictions	Total	Total
CURRENT ASSETS				
Cash	$ 892,271	$ 2,803,207	$ 3,695,478	$ 921,103
Prepaid and reimbursable expenses	78,779	-	78,779	31,049
Investments	951,443	-	951,443	444,066
Accounts and rent receivable	36,884	-	36,884	76,730
Contributions and grants receivable, net of allowance for uncollectible contributions 2022 $465,181; 2021 $400,365	-	2,055,943	2,055,943	2,902,143
Total current assets	1,959,377	4,859,150	6,818,527	4,375,091
OTHER ASSETS				
Property and equipment, net	1,182,928	-	1,182,928	1,152,668
Investments - endowment	11,747	223,395	235,142	260,731
Beneficial interest in assets held by others	-	2,667,867	2,667,867	2,171,078
Total other assets	1,194,675	2,891,262	4,085,937	3,584,477
Total assets	$ 3,154,052	$ 7,750,412	$ 10,904,464	$ 7,959,568

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES				
Current maturities of long-term debt	$ 15,016	$ -	$ 15,016	$ 14,311
Allocations payable to partner agencies	32,602	-	32,602	-
Donor-designations payable	468,473	414,434	882,907	584,224
Accounts payable	435,762	-	435,762	687,182
Accrued expenses	199,767	-	199,767	186,263
Funds held for others	12,142	-	12,142	9,669
Total current liabilities	1,163,762	414,434	1,578,196	1,481,649
LONG-TERM DEBT, less current maturities	157,251	-	157,251	172,347
Total liabilities	1,321,013	414,434	1,735,447	1,653,996
COMMITMENTS *(See Notes)*				
NET ASSETS:				
Without donor/ time restrictions	1,833,039	-	1,833,039	572,573
With donor/ time restrictions (Note 9)	-	7,335,978	7,335,978	5,732,999
Total net assets	1,833,039	7,335,978	9,169,017	6,305,572
Total liabilities and net assets	$ 3,154,052	$ 7,750,412	$ 10,904,464	$ 7,959,568

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GRANITE UNITED WAY

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
Year ended June 30, 2022 with comparative totals for the year ended June 30, 2021

	2022			2021
	Without Donor/ Time Restrictions	With Donor/ Time Restrictions	Total	Total
Support and revenues:				
Campaign revenue:				
Total contributions pledged	$ -	$ 6,599,672	$ 6,599,672	$ 5,627,124
Restricted contributions pledged	-	1,878,594	1,878,594	1,593,987
Less donor designations	-	(1,544,281)	(1,544,281)	(1,258,841)
Less provision for uncollectible pledges	-	(280,293)	(280,293)	(232,967)
Add prior years' excess provision for uncollectible pledges taken into income in current year	20,432	-	20,432	114,020
Net campaign revenue	20,432	6,653,692	6,674,124	5,843,323
Support:				
Grant revenue	-	9,489,106	9,489,106	4,832,836
Sponsors and program revenue	-	141,950	141,950	158,554
Contributed non-financial assets	34,299	436,767	471,066	35,356
Total support	54,731	16,721,515	16,776,246	10,870,069
Other revenue:				
Rental income	98,131	-	98,131	96,913
Administrative fees	64,677	-	64,677	47,863
Miscellaneous income	3,591	-	3,591	15,092
Total support and revenues	221,130	16,721,515	16,942,645	11,029,937
Net assets released from restrictions:				
For satisfaction of time restrictions	4,898,245	(4,898,245)	-	-
For satisfaction of program restrictions	10,688,210	(10,688,210)	-	-
	15,807,585	1,135,060	16,942,645	11,029,937
Expenses:				
Program services	13,659,882	-	13,659,882	10,269,155
Support services:				
Management and general	539,397	-	539,397	461,753
Fundraising	440,247	-	440,247	588,728
Total expenses	14,639,526	-	14,639,526	11,319,636
Increase (decrease) in net assets before non-operating activities	1,168,059	1,135,060	2,303,119	(289,699)
Non-operating activities:				
Change in value of beneficial interest in trusts, net of fees 2022 $15,185; 2021 $12,131	-	(368,827)	(368,827)	489,357
Realized and unrealized gains (losses) on investments	(57,958)	(28,031)	(85,989)	10,899
Paycheck Protection Program Loan Forgiveness	-	-	-	772,500
Inherent contribution, Seacoast Region (Note 1)	-	861,057	861,057	-
Investment income, net	150,365	3,720	154,085	134,200
Total non-operating activities	92,407	467,919	560,326	1,406,956
Net increase in net assets	1,260,466	1,602,979	2,863,445	1,117,257
Net assets, beginning of year	572,573	5,732,999	6,305,572	5,188,315
Net assets, end of year	**$ 1,833,039**	**$ 7,335,978**	**$ 9,169,017**	**$ 6,305,572**

See Notes to Financial Statements.

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GRANITE UNITED WAY

STATEMENT OF FUNCTIONAL EXPENSES

Year ended June 30, 2022 with comparative totals for the year ended June 30, 2021

	2022											2021
	Grants and awards	Salaries, employee benefits and taxes	Occupancy	Technology and telephone expenses	United Way Worldwide dues and other dues and subscriptions	Campaign, communications and printing	Professional services and subcontractors	Conferences, travel and staff development	Supplies, office expenses, insurance, and other	Depreciation and amortization	Total	Total
Program services												
NH Camps COVID testing	$ 3,356,914	$ 51,863	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,408,777	$ -
Community impact grants	1,378,246	-	-	-	-	-	-	-	-	-	1,378,246	1,395,459
Public Health Network	4,105	516,337	14,311	830	-	14,679	434,201	15,257	264,288	-	1,264,008	1,091,134
211 New Hampshire	-	609,885	-	222,558	-	1,945	-	2,168	270,962	-	1,107,518	2,075,486
Ukraine Relief Fund	684,834	35,559	-	-	-	-	-	-	-	-	720,393	-
Recovery Friendly Workplace	-	358,362	-	-	-	6,975	-	12,269	205,999	-	583,605	152,250
Department of Justice	-	37,260	-	-	-	-	462,405	-	39,153	-	538,818	209,229
Whole Village Family Resource Center.	-	156,405	82,712	12,423	-	-	72,472	159	91,515	31,897	447,583	345,809
Preschool Development	117,500	78,593	-	35	-	63	69,669	15,433	57,407	-	338,700	-
ARPA - Support for Grieving Children	250,000	8,818	-	-	-	-	-	-	-	-	258,818	-
Work United Program	-	122,926	-	-	-	-	-	70,567	-	-	193,493	149,934
Volunteer Income Tax Assistance	-	94,435	-	-	-	-	11,152	-	66,083	-	171,670	138,043
Literacy	-	-	-	-	-	-	-	-	96,293	-	96,293	98,790
Home for All	-	24,415	-	-	-	-	90,152	-	-	-	114,567	-
Leader in Me	-	-	-	-	-	-	-	-	41,072	-	41,072	144,067
CARES ACT - Recovery Friendly Workplace	28,015	-	-	-	-	-	-	-	-	-	28,015	659,091
COVID-19 Relief Fund	300	-	-	-	-	-	-	-	-	-	300	135,418
CARES ACT - Basic Needs	-	-	-	-	-	-	-	-	-	-	-	758,910
CARES ACT - Empower Youth	-	-	-	-	-	-	-	-	-	-	-	189,338
Fuel Our Families	-	-	-	-	-	-	-	-	-	-	-	155,422
Other program services	166,445	1,477,231	151,266	131,139	72,482	39,112	217,093	33,353	643,354	36,531	2,968,006	2,570,775
Total program services	5,986,359	3,572,089	248,289	366,985	72,482	62,774	1,357,144	149,206	1,776,126	68,428	13,659,882	10,269,155
Supporting Services												
Management and general	-	366,890	34,464	29,879	16,514	-	29,548	7,599	46,180	8,323	539,397	461,753
Fundraising	-	277,817	26,097	22,625	12,505	58,667	2,326	5,754	28,153	6,303	440,247	588,728
Total supporting services	-	644,707	60,561	52,504	29,019	58,667	31,874	13,353	74,333	14,626	979,644	1,050,481
Total functional expenses	$ 5,986,359	$ 4,216,796	$ 308,850	$ 419,489	$ 101,501	$ 121,441	$ 1,389,018	$ 162,559	$ 1,850,459	$ 83,054	$ 14,639,526	$ 11,319,636

See Notes to Financial Statements.

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GRANITE UNITED WAY

STATEMENTS OF CASH FLOWS
Years Ended June 30, 2022 and 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from donors	$ 9,611,551	$ 7,633,270
Cash received from grantors	9,038,682	4,019,420
Administrative fees	64,677	47,863
Other cash received	141,568	64,007
Cash received from trusts	156,821	92,470
Designations paid	(1,245,598)	(1,551,848)
Cash received for funds held for others	2,473	2,464
Cash paid to agencies	(1,298,739)	(3,394,198)
Cash paid to partners and vendors	(12,992,806)	(7,150,154)
Net cash provided by (used in) operating activities	**3,478,629**	**(236,706)**
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(113,314)	(41,305)
Purchases of investments	(576,549)	-
Proceeds from sale of investments	-	7,228
Net cash used in investing activities	**(689,863)**	**(34,077)**
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments of long-term debt	**(14,391)**	**(13,417)**
Net increase (decrease) in cash	**2,774,375**	**(284,200)**
Cash, beginning of year	921,103	1,205,303
Cash, end of year	**$ 3,695,478**	**$ 921,103**
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash payments for:		
Interest expense	$ 8,071	$ 9,599
SUPPLEMENTAL DISCLOSURE OF NON CASH INVESTING ACTIVITIES:		
Inherent contribution of investments	$ 861,057	$ -

See Notes to Financial Statements.

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Note 1. Nature of Activities

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

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

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

June 30,		2022		2021
Community Impact Awards to partner agencies	$	1,378,246	$	1,395,459
Donor designated gifts to Health and Human Service agencies		1,544,281		1,258,841
Granite United Way Program services		12,281,636		8,873,696
Total	$	15,204,163	$	11,527,996

During the current year, the United Way on the Seacoast of NH was merged into the Granite United Way from United Way of Massachusetts Bay and Merrimack Valley. This resulted in a one-time inherent contribution of $861,057, which was comprised of New Hampshire Charitable Fund agency endowment funds. No other assets or liabilities were assumed as part of this transaction.

Note 2. Summary of Significant Accounting Policies

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

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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, 2022 and 2021.

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 $11,747 and $13,026 for endowment at June 30, 2022 and 2021, respectively.

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

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

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

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 $280,293 and $232,967 for the campaign periods ended June 30, 2022 and 2021, respectively. The provision for uncollectible pledges was calculated at 4.5% of the total pledges for both of the years ended June 30, 2022 and 2021.

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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.

Revenue recognition - 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 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, 2022.

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.

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, 2022, the United Way does not consider itself to have any significant concentrations of credit risk with respect to contributions receivable.

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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, 2022, there was approximately $3,375,000 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 2019.

Change in accounting principle: In September 2020, the FASB issued, Accounting Standards Update (ASU 2020-07), *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. This standard is intended to clarify the presentation and disclosure of contributed nonfinancial assets, including land, buildings, and other items.

Recent accounting pronouncement: 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. This standard will be effective for the Organization for the year ended June 30, 2023. 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.

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- 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, 2022:

	Level 1	Level 2	Level 3
Money market funds	$ 16,765	$ 153,577	$ -
Mutual funds:			
Domestic equity	70,678	-	-
Fixed income	234,586	-	-
Fixed income funds	677,216	-	-
Corporate bonds	-	156,984	-
Beneficial interest in assets held by others	-	-	2,667,867
Total	$ 999,245	$ 310,561	$ 2,667,867

Financial assets carried at fair value on a recurring basis consist of the following at June 30, 2021:

	Level 1	Level 2	Level 3
Money market funds	$ 113,295	$ 33,689	$ -
Mutual funds:			
Domestic equity	100,093	-	-
Fixed income	274,798	-	-
Fixed income funds	150,923	8,476	-
Corporate bonds	-	45,882	-
Beneficial interest in assets held by others	-	-	2,171,078
Total	$ 639,109	$ 88,047	$ 2,171,078

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, 2022 and 2021.

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.

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Note 4. Property and Equipment

Property and equipment, at cost, at June 30,	2022	2021
Land, buildings and building improvements	$ 1,440,636	$ 1,440,636
Leasehold improvements	5,061	5,060
Furniture and equipment	484,117	370,804
Total property and equipment	1,929,814	1,816,500
Less accumulated depreciation	(746,886)	(663,832)
Total property and equipment, net	**$ 1,182,928**	**$ 1,152,668**

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 New Hampshire Charitable Foundation's charitable distribution rate is currently 4% of the fund's average market value of the trailing 20 calendar quarters.

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 $123,241 and $86,884 from the agency endowed funds during the years ended June 30, 2022 and 2021, respectively.

Designated funds: The United Way is also a beneficiary of eight 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 New Hampshire Charitable Foundation's charitable distribution rate is currently 4% of the fund's average market value of the trailing 20 calendar quarters.

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 $33,580 and $5,586 from the designated funds during the years ended June 30, 2022 and 2021, respectively. The market value of these fund's assets amounted to approximately $801,000 and $139,000 at June 30, 2022 and 2021, respectively.

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Note 6. Long-term Debt

Long-term debt at June 30,	2022	2021
Mortgage financed with a local bank. Interest rate at the 5-year Federal Home Loan Classic Advance Rate plus 2.5% (4.11% at June 30, 2022). 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.	$ 172,267	$ 186,658
Less portion payable within one year	**15,016**	**14,311**
Total long-term debt	**$ 157,251**	**$ 172,347**

The scheduled maturities of long-term debt at June 30, 2022 were as follows:

Year Ending June 30,	
2023	$ 15,016
2024	15,756
2025	16,532
2026	17,347
2027	18,202
Thereafter	89,414
Total	$ 172,267

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

The United Way has a revolving line-of-credit with Citizen's Bank with a maximum borrowing limit of $250,000. The line-of-credit is subject to annual review and renewal. The line-of-credit agreement bears interest equal to the Wall Street Journal prime rate plus 0.25% (5% as of June 30, 2022) and is secured by all assets of the United Way. At June 30, 2022, there were no amounts outstanding on this line-of-credit agreement.

Note 7. Funds Held for Others

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

June 30,	2022	2021
Work United Loan Default Program	6,471	4,555
Concord Multicultural Festival	4,286	3,729
Get Moving Manchester	1,140	1,140
Better Together Lakes Region	245	245
Total	**$ 12,142**	**$ 9,669**

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Note 8. Endowment Funds

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

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

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

The United Way has interpreted UPMIFA to permit spending from underwater funds in accordance with the prudent measures required under the law.

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

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, 2022 and 2021.

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.

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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, 2022 is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment	$ 11,747	$ -	$ 11,747
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	-	80,743	80,743
Total funds	**$ 11,747**	**$ 223,395**	**$ 235,142**

Changes in the endowment net assets as of June 30, 2022 are as follows::

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, June 30, 2021	$ 13,026	$ 247,705	$ 260,731
Investment return, net	(1,279)	(24,310)	(25,589)
Endowment net assets, June 30, 2022	**$ 11,747**	**$ 223,395**	**$ 235,142**

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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,	2022	2021
Subject to expenditure for specified time period:		
Contributions receivable related to campaigns	$ 1,927,694	$ 2,055,226
Designations payable to other agencies and United Ways	(414,434)	(261,946)
	1,513,260	1,793,280
Subject to expenditure for specified purpose:		
Public Health Network services	395,399	574,736
Manchester Proud	677,582	505,095
Preschool Development	1,155,066	-
Mark Stebbins Community Center	231,392	-
Leader in Me	193,988	150,092
Youth Enrichment Partnership	-	112,750
Literacy Program	28,871	97,198
Ukraine Relief Funds	98,809	-
Work United	62,854	74,255
Other programs	87,495	6,810
	2,931,456	1,520,936
Endowments subject to the United Way's spending policy and appropriation:		
Investments in perpetuity (gift values of $142,652), which once appropriated, is expendable to support:		
General Operations	88,269	97,875
Youth Programs	26,922	29,852
Whole Village Resource Center	108,204	119,978
	223,395	247,705
Beneficial interest in assets held by others:		
Agency endowed funds at the New Hampshire Charitable Foundation	2,667,867	2,171,078
Total net assets with donor restrictions	$ 7,335,978	$ 5,732,999

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Note 10. 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,	2022	2021
Cash	$ 3,695,478	$ 921,103
Investments	1,186,585	704,797
Contributions receivable, net	2,055,943	2,902,143
Beneficial interest in trust	2,667,867	2,171,078
Accounts and rent receivable	36,884	76,730
Total financial assets available within one year	9,642,757	6,775,851
Less amounts unavailable for general expenditures within one year, due to:		
Restricted by donors with time or purpose restrictions	(338,791)	(396,233)
Subject to appropriation and satisfaction or donor restrictions	(223,395)	(247,705)
Agency endowed funds at the NH Charitable Foundation	(2,667,867)	(2,171,078)
Total amounts unavailable for general expenditure within one year	(3,230,053)	(2,815,016)
Amounts unavailable to management without Board's approval:		
Board designated endowment	(11,747)	(13,026)
Total financial assets available to management for general expenditure within one year	$ 6,400,957	$ 3,947,809

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 11. Pension Fund

The United Way sponsors a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code, whereby electing employees contribute a portion of their salaries to the plan. For the years ended June 30, 2022 and 2021, the United Way contributed $115,852 and $109,028, respectively to employees participating in the plan.

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Note 12. 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 $3,647 through August 31, 2021. During the current year, the United Way renewed the lease for two additional terms ending on August 31, 2023. The lease required monthly payments of $3,756 through August 31, 2022 and requires monthly payments of $3,869 through August 31, 2023.

During the current year, the United Way entered into an operating lease agreement for a four year term commencing on January 1, 2022 through December 31, 2025 for additional office space in Concord, New Hampshire. The lease required monthly payments of $1,496 through December 31, 2022, increasing 3% in each year 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 $6,082 through June 30, 2021.

During the current year, the United Way entered into an operating lease agreement for a five year term commencing July 1, 2021 through June 30, 2026 for an office space in Manchester, New Hampshire. The lease required monthly payments of $6,082 through June 30, 2022.

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 $1,638 through August 31, 2022. The rent will increase each year depending on the consumer price index. The lease requires payments for common costs.

During the prior year, the United Way entered into an operating lease agreement for a two year term commencing on January 1, 2021 through December 31, 2022 for an office space in Berlin, New Hampshire. The lease requires monthly payments of $191 and $187 through December 31, 2022 and 2021, respectively.

During the current year, the United Way entered into an operating lease agreement for a five year term commencing on April 1, 2022 through March 31, 2027 for an office space in Portsmouth, New Hampshire. The lease requires monthly payments of $4,400 through March 31, 2023.

Total rent expense for these leases amounted to approximately $161,900 and $162,500 for the years ended June 30, 2022 and 2021, respectively.

The United Way leases multiple copier machines under the terms of operating lease agreements. The monthly lease payments amount to approximately $1,600. The lease expense amounted to approximately $19,700 for these leases for the year ended June 30, 2022.

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

Year ending June 30,		Total
2023	$	196,357
2024		129,550
2025		120,789
2026		111,603
2027		42,240
Total	$	600,539

Note 13. 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 $1,995 per month. For the years ended June 30, 2022 and 2021, the rental income amounted to $98,131 and $96,913, respectively.

Note 14. Contributed Nonfinancial Assets

For the years ended June 30, 2022 and 2021, contributed nonfinancial assets recognized within the statement of activities and changes in net assets included:

June 30,		2022		2021
Day of Caring	$	1,074	$	-
Prizes		225		1,000
Services		9,000		9,875
Office Space		24,000		24,000
Ukraine Relief		436,767		-
Rental		-		284
Supplies		-		197
Total	$	471,066	$	35,356

The Organization recognized contributed nonfinancial assets within revenue. Unless otherwise noted, contributed nonfinancial assets did not have donor-imposed restrictions.

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. 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.

Contributed Day of Caring contributions are restricted for use during Day of Caring. The estimated fair value is based on market rates for the items provided.

Contributed prizes are restricted to certain events. The estimated fair values are based on the value of the prizes.

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Contributed services consist of audit services provided. The estimated fair value is based on the market value of the services provided.

Contributed office space consists of office space for the 211 New Hampshire program. The estimated fair value is based on rent of similar spaces.

Contributed Ukraine Relief consists of medical and other supplies sent to Ukraine. The estimated fair value is based on the cost of goods if purchased.

Contributed rental consists of ATV rentals. The estimated fair value is based on the rental rate.

Contributed supplies consist of general supplies. The estimated fair value is based on the cost of the goods if purchased.

Note 15. Payment to Affiliated Organizations and Related Party

The United Way pays dues to United Way Worldwide. The United Way's dues paid to this affiliated organization aggregated $96,466 and $154,044 for the years ended June 30, 2022 and 2021, respectively.

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

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.

During the year ended June 30, 2021, the United Way received forgiveness for the PPP loan. The forgiveness is recognized in the statement of activities and changes in net assets as nonoperating income.

Note 17. Reclassifications

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

Note 18. Subsequent Events

The United Way has evaluated subsequent events through November 22, 2022, the date which the financial statements were available to be issued and have not evaluated subsequent events after that date. There were no subsequent events that would require disclosure in financial statements for the year ended June 30, 2022.

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GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
MERRIMACK COUNTY REGION
Year Ended June 30, 2022

	Community Impact Awards
Blueberry Express Day Care Center	$ 25,000
Concord Coalition to End Homelessness	20,000
Concord Family YMCA	12,500
Easter Seals New Hampshire, Inc.	22,500
Girls Inc. of New Hampshire	3,850
Merrimack Valley Day Care	37,500
New Hampshire Harm Reduction	10,000
Second Start	10,150
The Friends Program:	
Foster Grandparents	16,000
Emergency Housing	25,000
The Pittsfield Youth Workshop	25,000
Tiny Twisters Child Care Center	7,500
Waypoint	5,000
	$ 220,000

	Emerging Opportunity Grants
City of Concord	$ 4,434
Concord Police Department	1,139
Franklin Police Department	2,013
Upreach Therapeutic Riding Center	15,660
	$ 23,246

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GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
NORTH COUNTRY REGION
Year Ended June 30, 2022

		Community Impact Awards
Believe in Books	$	1,998
Boys and Girls Club of the North Country		10,000
Copper Cannon Camp		6,000
Disability Rights Center		2,500
Epilepsy Foundation		500
Grafton County Senior Citizens:		
ServiceLink		4,750
RSVP		5,090
Senior Nutrition and Transportation		5,625
Greenpath Financial Wellness		500
NH Legal Assistance		5,000
Northern Human Services		2,250
The Family Resource Center		4,263
Tri-County Community Action Program:		
Support Center at Burch House		4,262
Tyler Blain House		5,262
Waypoint Parenting Transitional Living Program		5,000
	$	63,000

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GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
UPPER VALLEY REGION
Year Ended June 30, 2022

	Community Impact Awards
Child Care Center in Norwich	$ 10,000
Copper Cannon Camp	1,000
Creative Lives	7,000
Cover Home Repair	10,000
Dismas of Vermont	2,500
Disability Rights Center - NH	2,500
Girls Inc. of New Hampshire	3,750
Global Campuses Foundation	4,500
Good Neighbor Health Care	2,650
Grafton County Senior Citizens Council	3,750
Headrest	3,500
HIV/HCV Resource Center	10,000
Mascoma Community Healthcare	20,000
Mt. Ascutney Hospital and Health Center	1,500
Safeline	3,000
Second Wind Foundation	5,500
Southeastern Vermont Community Action	14,000

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GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
UPPER VALLEY REGION (CONTINUED)
Year Ended June 30, 2022

	Community Impact Awards (Continued)
Springfield Family Center	$ 2,500
Springfield Supported Housing Program	5,000
The Family Place	20,000
The Mayhew Program	2,500
The Special Needs Support Center	4,000
TLC Family Resource Center	5,500
Tri-Valley Transit	500
Twin Pines Housing Trust	2,850
Upper Valley Habitat for Humanity:	3,750
Food Services	12,500
Shelter Services	6,750
Upper Valley Trails Alliance	1,000
Visions for Creative Housing Solutions	7,500
Visiting Nurse and Hospice for Vermont and NH	15,000
Waypoint	7,500
West Central Behavioral Health	7,500
Willing Hands Enterprises	5,000
Windham & Windsor Housing Trust	4,500
Immigration Legal Services Program	4,000
Emergency Shelter and Housing Program	2,000
	$ 225,000

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GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
SOUTHERN REGION
Year Ended June 30, 2022

	Community Impact Awards
Amoskeag Health	$ 55,000
Boys & Girls Club of Greater Salem, Inc.	14,280
Boys & Girls Club of Manchester, Inc.	60,000
City Year New Hampshire	20,000
Community Caregivers of Greater Derry	6,246
Copper Cannon Camp	5,000
Daniel Webster Council, Boy Scouts of America	10,000
Disability Rights Center - NH	6,000
Easter Seals New Hampshire, Inc.	12,750
Epilepsy Foundation New England	5,524
Girls Inc. of New Hampshire	30,200
Granite State Children's Alliance	5,000
International Institute of New England	7,650
Manchester Community Music School	15,000
Manchester Community Resource Center, Inc.	10,000
Manchester Police Athletic League	30,000
Mayhew Program	5,000
Media Power Youth	30,000
NeighborWorks Southern New Hampshire	5,000
New Hampshire Legal Assistance	23,320

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GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
SOUTHERN REGION
Year Ended June 30, 2022

	Community Impact Awards (Continued)
NHBA Pro Bono Referral Program	$ 9,180
Plaistow Community YMCA	12,750
Rockingham Nutrition and Meals on Wheels Program	11,250
Silverthorne Adult Day Center	6,000
Southern New Hampshire University, Center for New Americans	10,000
St. Joseph Community Services, Inc.	16,250
The Granite YMCA	160,000
The Mental Health Center of Greater Manchester	40,200
The Upper Room:	
Adolescent Wellness Program	15,300
Greater Derry Juvenile Diversion Program	12,750
University of New Hampshire, STEM Discovery Lab	10,000
UpReach Therapeutic Equestrian Center	15,000
Waypoint	7,500
YWCA	17,850
	$ 700,000

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GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
NORTHERN REGION
Year Ended June 30, 2022

		Community Impact Awards
Believe in Books	$	2,000
Coos County Family Health Services, Inc.		1,500
Copper Cannon Camp		3,000
Disability Rights Center		1,250
Epilepsy Foundation New England		501
Green Path Financial Wellness		850
Harvest Christian Fellowship:		
Community Café		4,000
Feeding Hope Food Pantry		4,500
Helping Hands North, Inc.		4,000
North Conway Community Center		2,000
Northern Human Services		2,250
The Family Resource Center at Gorham		4,000
Tri-County Community Action Program:		
Tyler Blain House		1,149
ServiceLink		1,000
	$	32,000

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GRANITE UNITED WAY

SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
CENTRAL REGION
Year Ended June 30, 2022

	Community Impact Awards
Big Brothers Big Sisters of New Hampshire	$ 7,500
Boys and Girls Clubs of Central New Hampshire	15,000
Circle Program	5,000
Grafton County Senior Citizens Council, Inc.	2,625
Granite State Children's Alliance	5,000
Health First Family Care Center	10,000
Kingswood Youth Center	7,500
Lakes Region Community Developers	12,500
Lakes Region Community Services	12,500
Lakes Region Mental Health Center	10,000
Mayhew Program	2,500
New Beginnings Without Violence and Abuse	10,000
New Hampshire Legal Assistance	2,625
Pemi Youth Center	3,750
Plymouth Area Recovery Connection	8,500
	$ 115,000

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GRANITE UNITED WAY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Year Ended June 30, 2022

Federal Grantor Pass-through Grantor Program Title	Assistance Listing 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	93.959	$ 209,448	$ 197,988
Public Health Emergency Preparedness	93.069	109,654	105,304
National Bioterrorism Hospital Preparedness	93.889	9,882	8,973
Public Health Crisis Response	93.354	15,843	14,369
Preventive Health and Health Services Block Grant	93.758	33,574	33,574
Substance Abuse and Mental Health Services	93.243	8,000	8,000
Immunization Cooperative Agreements	93.268	1,121	-
Disaster Grant-Public Assistance	97.036	35,491	31,129
Corona Virus Relief Fund	21.019	728	-
Environmental Public Health and Emergency Response	93.070	1,556	1,556
Total State of N.H. Department of Health and Human Services - South Central Public Health Network		425,297	400,893
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	116,223	1,757
Public Health Emergency Preparedness	93.069	102,597	-
National Bioterrorism Hospital Preparedness	93.889	9,501	-
Public Health Crisis Response	93.354	1,504	-
Preventive Health and Health Services Block Grant	93.758	31,736	-
Substance Abuse and Mental Health Services	93.243	6,536	-
Immunization Cooperative Agreements	93.268	22,803	-
Environmental Public Health and Emergency Response	93.070	1,434	-
Corona Virus Relief Fund	21.019	16,232	-
Disaster Grant-Public Assistance	97.036	45,203	-
Total State of N.H. Department of Health and Human Services - Capital Area Public Health Network		353,769	1,757
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	127,078	-
Public Health Emergency Preparedness	93.069	74,495	-
National Bioterrorism Hospital Preparedness	93.889	2,713	-
Public Health Crisis Response	93.354	1,292	-
Preventive Health and Health Services Block Grant	93.758	28,064	-
Substance Abuse and Mental Health Services	93.243	7,276	-
Immunization Cooperative Agreements	93.268	11,264	-
Environmental Public Health and Emergency Response	93.070	1,575	-

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GRANITE UNITED WAY

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (continued)
For the Year Ended June 30, 2022

Federal Grantor Pass-through Grantor Program Title	Assistance Listing Number	Federal Expenditures	Expenditures to Subrecipients
Disaster Grant-Public Assistance	97.036	9,686	-
Corona Virus Relief Fund	21.019	3,068	-
Total State of N.H. Department of Health and Human Services - Carroll County Coalition for Public Health		266,511	-
Total Regional Public Health Network Services Cluster		1,045,577	402,650
U.S. Internal Revenue Services			
Department of the Treasury			
Volunteer Income Tax Assistance (VITA) Matching Grant Program	21.009	64,861	-
Coronavirus Aid Relief and Economic Security (CARES)			
Governor's Office for Emergency and Relief Recovery			
Support for grieving children that have lost a primary caregiver during the pandemic	21.019	250,000	250,000
Coronavirus State and Local Fiscal Recovery Fund			
Governor's Office for Emergency and Relief Recovery			
Recovery Friendly Workplace	21.027	213,352	128,191
Centers for Disease Control and Prevention			
State of N.H. Department of Health and Human Services			
NH Summer Camps Covid testing project	93.323	3,692,606	3,356,914
U.S. Department of Justice			
State of N.H. Department of Justice			
Comprehensive Opioid Abuse Program (COAP)-Recovery	16.838	388,994	330,156
Crime Victim Assistance-ACERT	16.838	149,824	132,249
Total State of NH Department of Justice		538,818	462,405
Federal Emergency Management Agency (FEMA)			
State of N.H. Department of Safety, Homeland Security and Emergency Management			
Emergency Support Function (ESF 14)	97.042	42,374	-
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	416,939	-
Total Expenditures of Federal Awards		$ 6,264,527	$ 4,600,160

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 year ended June 30, 2022. 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 $510,336 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 year ended June 30, 2022, 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 22, 2022.

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.

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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 Vecchio & Company

Concord, New Hampshire
November 22, 2022

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

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 year ended June 30, 2022. Granite United Way's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

Management's Responsibility

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

Auditor's Responsibility

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

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

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Opinion on Each Major Federal Program

In our opinion, Granite United Way complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

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 22, 2022

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GRANITE UNITED WAY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
(UNIFORM GUIDANCE)
YEAR ENDED JUNE 30, 2022

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:

Assistance Listing Numbers	Name of federal program or cluster
93.323 – NH Camps COVID Testing	Centers for Disease Control and Prevention State of N.H. Department of Health and Human Services
21.027– Recovery Friendly Workplace	Coronavirus State and Local Recovery Fund Governor's Office for Emergency and Relief Recovery

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

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GRANITE UNITED WAY
SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
(UNIFORM GUIDANCE)
YEAR ENDED JUNE 30, 2022

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

LIVE UNITED

Board of Directors 2023-2024

Dr. Chuck Lloyd, *Chair*
White Mountain Community College, President
Charla Stevens, *Immediate Past Chair*
Charla Stevens Consulting LLC, Principal
Joseph Bator, *Vice Chair*
TD Bank, Regional Vice President
Doug DeLara, *Treasurer*
Baker Newman Noyes, Senior Manager
Kathy Bizarro-Thunberg, *Secretary / Audit Chair*
New Hampshire Hospital Association, Executive Vice President
Kyle Barry
NextEra Energy Seabrook Station
Joseph Carelli
Citizens Bank, President for New Hampshire, and Vermont
Mitch Davis
Dartmouth, Vice President & Chief Information Officer
Paul DeBassio,
Retired/ United Way Network
Pat Donahue
New Hampshire Housing Finance Authority, Director of Human Resources
Chris Emond
Boys & Girls Club of Central NH, Executive Director
Doug Foley
Eversource, President
Colby Gamester
Gamester Law Office, Owner & Attorney
John Hughes
McLane Middleton, Director, Trusts & Estates Department
Diana Johnson
Merrimack County Savings Bank, Vice President Marketing Officer
William Keena
AmeriHealth Caritas New Hampshire
Sally Kraft, MD
Dartmouth Hitchcock Medical Center, Vice President of Population Health

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Granite United Way

LIVE UNITED

Christina Lachance
University of New Hampshire, NH Council for Thriving Children, Director
Larry Major
Pike Industries, Director of Government Relations
Roxanne Makris
Lincoln Financial Group
Carolyn Maloney
Hypertherm
Josephine Moran
Ledyard Financial Group, Inc.
Cathy Nickerson
WT/Phelan Assured Partners, Vice President of Personal Lines
Maura Palmer
Salem School District
Randy Perkins
Eversource, Senior Account Executive (Retired)
Dr. Daisy Pierce
Navigating Recovery of the Lakes Region
Kelli Riggs
Comcast
Betsey Rhynhart
Concord Hospital, Vice President of Population Health
Justin Slattery
Belknap Economic Development Council, Executive Director
Tim Soucy
Catholic Medical Center, Senior Executive Director of Community Health & Mission
Rusty Talbot
North Country Climbing Center, CEO
Nick Toumpas
Department of Health and Human Services, Commissioner (Retired)
Patrick Tufts, MSW
Granite United Way

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SAMANTHA LEWANDOWSKI

CONTACT

Concord, New Hampshire

EDUCATION

MASTER OF SCIENCE / COMMUNITY DEVELOPMENT & APPLIED ECONOMICS
University of Vermont, Burlington, VT

BACHELOR OF SCIENCE / ENVIRONMENTAL SCIENCE;

BACHELOR OF ARTS / SOCIOLOGY & ANTHROPOLOGY;

INTERDISCIPLINARY HONORS PROGRAM

Loyola University Chicago, Chicago, IL
Graduated *summa cum laude*

PROFESSIONAL HIGHLIGHTS

- Helping grow the RFW initiative to over 301 participating workplaces, representing ~83,000 employees
- Creating a workplace culture where my team feels supported, including through 1:1 check-ins, wellness-focused activities, and an emphasis on professional development
- Becoming a Trained Recovery Coach after completing Recovery Coach Academy
- Completing "Frontline Management Essentials - The People Connection" certificate
- Guest lecturing at the University of Vermont (Course: Sustainable Community Development; Topic: Human Capital & RFWs)

PROFILE

As a dedicated leader with a community-based approach, I focus on relationship-building, diverse partnerships, and participatory approaches to create programs that are grounded in local insight, highly relevant, and responsive to feedback.

SELECT WORK EXPERIENCE

ASSISTANT PROGRAM DIRECTOR, RECOVERY FRIENDLY WORKPLACE

Granite United Way / Concord, NH / November 2020 – Present

- Manage 4 Recovery Friendly Advisors and oversee day-to-day operations, ensuring alignment with Governor's vision and coordinated program implementation with diverse partners
- Evolve programming so that it remains responsive to businesses' needs, such as pivoting to a virtual format during Covid-19 and developing new resources for workplaces
- Overseeing $1,000,000 ARPA grant, including developing application process, awarding funds, and now managing 8 RFW Funded Partners, 6 of which are Recovery Community Organizations
- Project managed $300,000+ CARES Act grant and additional funds from New Hampshire's Community Development Finance Authority, which resulted in the creation of 25 informational/promotional assets and RFW's first online learning management system
- Connect with 26 states to expand implementation of RFW model, holding nation's first ever multi-state community of practice (CoP) around recovery-friendly workplace efforts; 2 more CoPs have since been held

RECOVERY FRIENDLY ADVISOR, RECOVERY FRIENDLY WORKPLACE

Southern New Hampshire Services / Portsmouth, NH / January 2019 – October 2020

- Work 1:1 with over 80 businesses to help them build recovery-friendly cultures that support employees impacted by substance use disorder
- Act as a concierge to the community, connecting businesses to a variety of local, statewide, and national resources that increase their confidence in supporting employees
- Enhance/create internal organizational systems, processes, trainings, and materials to promote program fidelity, team alignment, and improved business/employee experience

CONTENT DEVELOPMENT SPECIALIST

Contract / MN / October 2017 – Present

- Edit and develop a variety of written pieces, from academic writing to blogs and marketing assets
- Strengthen clients' messaging by clarifying audience, objectives, and mode of delivery

RESEARCH ASSISTANT

University of Vermont / Burlington, VT / September 2015 – September 2017

- Collected and analyzed quantitative and qualitative data on consumer behavior toward green energy technology (smart meters and community anaerobic digester systems)
- Provided recommendations to community stakeholders on how to increase engagement with green energy technology

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SKILLS

RESEARCH

Survey Design

Participatory methodology

SPSS statistical package for data analysis

HyperRESEARCH for qualitative research

OTHER SOFTWARE

GIS (beg.)

Frequent use of Google Sheets & Excel

Microsoft Office/Google Products

SOCIAL MEDIA

Facebook

Instagram& Preview

LinkedIn

SnapChat

Hootsuite

HONORS & AWARDS

- Outstanding Teaching Assistant Award
- Honorable Mention in MN State Fair's Fine Arts Competition (Photography Division)
- Departmental Honors (Sociology Thesis)
- Durkheim Award (Most outstanding student in Sociology/Anthropology)
- Aldo Leopold Award (Leadership and academic excellence in Environmental Science)

EXPERIENCE (CONTINUED)

SUSTAINABILITY FELLOW

University of New Hampshire / Durham, NH / May 2017 – August 2017

- Researched and developed compelling messaging on mental health impacts of climate change
- Created wide array of deliverables to engage public and health professionals on issue: a brief for medical professionals, handouts for the public, an article, and 5-minute video
- Curated content from variety of sources to create guide on effective climate change communication

TEACHING ASSISTANT

University of Vermont / Burlington, VT / September 2015 – June 2017

- Gave 5 undergraduate lectures and 1 graduate lecture
- Worked with over 380 students through courses in Sustainable Community Development and Public Speaking; managed 17 undergraduate TAs
- Developed curriculum on sustainable community development for weekly discussion groups and trained TAs on curriculum implementation

INTERN

Vermont Council on World Affairs / Burlington, VT / January 2017 – June 2017

- Assisted with event implementation and hosting of international guests participating in cultural exchange programs
- Created database and corresponding guidebook to streamline grant application process
- Improved communications by creating response templates and social media management

LEAD SCHEDULING ADMINISTRATOR

Residential Science Resources / Eagan, MN / June 2014 – July 2015

- Strengthened client relationships with over 50 builders through ensuring courteous, timely, and consistent communication when scheduling home energy inspections
- Utilized Excel, variety of online web tools, and multiple communication methods to ensure 3 different energy tests scheduled for over 300 homes
- Helped create and disseminate weekly schedule for Field Staff conducting energy inspections
- Became Scheduling Lead and served as main point-of-contact concerning departmental operations; helped train 3 staff members into department

RESIDENT ASSISTANT

Catholic Charities of St. Paul and Minneapolis / Minneapolis, MN / September 2013 – May 2014

- Worked with individuals experiencing housing insecurity and financial instability, as well as men with severe alcohol use disorder
- Collaborated with staff and volunteers to ensure residents lived in a safe, dignified environment
- Ensured quality program delivery through following safety protocols, completing building rounds, documenting client progress and behavioral incidents, and empathetic communication

PUBLICATIONS & ARTICLES

- Recovery Friendly Workplaces: Good for Employees and Good for Business. (July/Aug 2021 issue). *Journey Magazine*: https://www.recovery-journey.com/magazines/.
- Support Continues for Recovery-Friendly Workplaces in Covid-19 Era. (2020). *NH Business Review*: https://www.nhbr.com/support-continues-for-recovery-friendly-workplaces-in-covid-19-area/.
- Examining Whether Smart Meters Have Been Used Smartly: A Case Study of Residential Electricity Customers in Vermont. (2017). *International Journal of Sustainable and Green Energy* [co-author]: http://article.sciencepublishinggroup.com/pdf/10.11648.j.ijrse.20170605.12.pdf
- My Appalachian Experience: Reflections of an Undergraduate Student on the Short-Term Service Trip and the Challenges It Presents for Social Justice Efforts. (2012). *PRISM: A Journal of Regional Engagement*: http://encompass.eku.edu/prism/vol1/iss1/7

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SHANNON M. SWETT, 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
Chief Services Officer

Accomplishments:

- Leads the Services Department of Granite United Way, overseeing a growing team of over 35 staff members and a portfolio of initiatives, with revenue exceeding $5 million
- Oversees a vast array of services and initiatives for Granite United Way, including 211 NH, Recovery Friendly Workplace, Work United, Regional Early Childhood Networks, Capital Area Public Health Network, Carroll County Coalition for Public Health, South Central Public Health Network, Whole Village Family Resource Center, and Financial Empowerment/VITA/Asset Building, and the Affordable Housing Incentive Program
- Serves on Executive Leadership team with President/CEO, CFO, and Chief Alignment Officer to ensure successful implementation of Strategic Plan, with a commitment to the values and vision established by the Board of Directors
- Engages Board members, community impact committees, funded agencies, and other volunteers to align and leverage Granite United Way investments, funding streams, and strategies with regional and/or statewide efforts addressing public health, substance use disorder, and social determinants of health
- Developed the Recovery Friendly Workplace initiative (now designated a Promising Practice) with Governor Sununu in 2018; Engaged workplaces across NH from an initial 25 early adopters at launch to over 350 workplaces in 2023, representing over 85,000 employees statewide; Engaged multiple states across the country looking to replicate the initiative, with over 30 other states now engaged in a Community of Practice led by Granite United Way staff
- Provides consultation and guidance in strategic planning, coalition/network development, community engagement, grant writing, contract management, evaluation, and public health and prevention strategy development
- Develops and maintains strategic partnerships and relationships with key stakeholders across NH, with a strong personal commitment to advancing health equity and voices from traditionally marginalized communities
- Oversees all aspects of federal, state, and local grants and contracts, including resource development, budget development, subcontract monitoring, and financial oversight

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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

- NH Governor's Commission on Alcohol and Other Drugs, Budget Task Force: 2023-Present
- NH Harm Reduction Coalition: Treasurer, 2022-Current
- American Public Health Association: NH Affiliate Representative to the Governing Council 2018-2019
- NH Public Health Association: Board Member 2018-2019
- Prevention Task Force of the Governor's Commission (Co-Chair): 2017-2019
- 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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CONTRACTOR NAME

Key Personnel

Name	Job Title	Annual Salary	Salary Amount Paid from this Contract
Shannon Swett	Chief Impact Officer	$121,189.80	21.3%
Samantha Lewandowski	RFW Director	$72,100.00	100%

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ARC
14

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

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

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

March 13, 2023

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, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into a **Sole Source** amendment an existing contract with Granite United Way (Vendor #160015-8001) of Concord, NH to continue providing Recovery Friendly Workforce Initiative services that assist businesses with promoting employee health and wellness by proactively preventing substance misuse and supporting recovery from substance use disorders, by exercising a contract renewal option by increasing the price limitation by $400,000 from $1,300,000 to $1,700,000 and extending the completion date from June 30, 2023 to June 30, 2024, effective July 1, 2023, or upon Governor and Council approval, whichever is later. 100% Other Funds (Governor's Commission).

The original contract was approved by Governor and Council on December 18, 2020 (Item #13), and most recently amended with Governor and Council approval on May 18, 2022, (Item #22).

Funds are anticipated to be available in the following account for State Fiscal Year 2024 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.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog. Svc.	92058501	$450,000	$0	$450,000
2022	102-500731	Contracts for Prog. Svc	92058501	$450,000	$0	$450,000
2023	102-500731	Contracts for Prog. Svc.	92058501	$400,000	$0	$400,000
2024	102-500731	Contracts for Prog. Svc	92058501	$0	$400,000	$400,000
			Subtotal	$1,300,000	$400,000	$1,700,000

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. On February 10, 2023 the Governor's Commission on Alcohol and Other Drugs recommended and approved funding for Granite United Way to continue services through a contract with the Department. The Department carries out the administrative functions of the Commission in accordance with RSA 12-J.

The Contractor will continue to oversee, manage, and expand the Recovery Friendly Workplace initiative by assisting businesses and organizations statewide to develop and implement sustainable programs that proactively prevent substance misuse by employees.

The purpose of this request is to continue providing Recovery Friendly Workplace Initiative services that support businesses in promoting employee health and wellness by proactively preventing substance misuse and supporting recovery from substance use disorders in the workplace and communities. The Recovery Friendly Workplace Coordinator and supporting staff recruit and work with participating employers to obtain and maintain designation as certified Recovery Friendly Workplaces. The Contractor will continue to work with employers on reviewing and modifying workplace policies and conduct trainings for workplaces on topics related to substance use disorder (SUD). Training topics include but are not limited to understanding SUD recovery and wellness. The Contractor will continue to establish partnerships between businesses and recovery community organizations as well as the public health networks, statewide, in order to reduce substance misuse and support recovery for employees and/or their families.

The Department will monitor performance of contracted services using the following information provided through monthly and quarterly reports, including:

- Number of inquiries from businesses received about the Recovery Friendly Workplace Initiative;
- Recruiting a minimum of 36 new Recovery Friendly Workplaces during State Fiscal Year 2024;
- Number of employees represented by Recovery Friendly Workplace; and
- Number of employers/employers engaged in training sessions, presentations and other activities conducted with business leaders and workplaces.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1 of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Contractor has demonstrated satisfactory performance by recruiting and providing services to 300 Recovery Friendly Workplaces since the initiation of the contract on July 1, 2020. Therefore, the Department is requesting to exercise its option to renew services for the final one (1) remaining available year.

Should the Governor and Council not authorize this request, the Recovery Friendly Workplace Initiative program will not be able to provide prevention and recovery programming, educational materials, and other substance misuse resources to current Recovery Friendly Workplaces or be able to recruit new businesses into the Recovery Friendly Workplace program. This could result in lack of support by businesses for employees and their families struggling with substance misuse, and increase negative impacts on community health and safety related to substance misuse.

Area served: Statewide

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

Respectfully submitted,

for

Lori A. Weaver
Interim Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Recovery Friendly Workplace Initiative contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Granite United Way ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 18, 2020, (Item #13), as amended on May 18, 2022, (Item #22), 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 17 and Exhibit A, Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

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

   June 30, 2024.

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

   $1,700,000.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

4. Modify Exhibit B, Scope of Services, by adding Paragraph 1.9.3, to read:

   1.9.3 Recruiting no less than thirty-six (36) new Recovery Friendly Work Places during State Fiscal Year 2024.

5. Modify Exhibit B, Scope of Services, by adding Subsection 1.14, to read:

   1.14 The Contract shall conduct no less than 750 training sessions, presentations, and other related activities with businesses and workplaces during State Fiscal Year 2024.

6. Add Exhibit C-3 Amendment #2, Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, or upon Governor and Council approval, whichever is later.

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

2/24/2023
Date

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

Granite United Way

2/24/2023
Date

DocuSigned by:
Patrick Tufts
Name: Patrick Tufts
Title: President

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

OFFICE OF THE ATTORNEY GENERAL

3/6/2023
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Exhibit C-3 Amendment #2 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Granite United Way

Budget Request for: Recovery Friendly Workplace Initiative

Budget Period: July 1, 2023 - June 30, 2024

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	$ 261,982.00		$ 261,982.00	$ -	$ -	$ -	$ 261,982.00		$ 261,982.00
2. Employee Benefits	$ 73,354.00		$ 73,354.00	$ -	$ -	$ -	$ 73,354.00		$ 73,354.00
3. Consultants	$ -		$ -	$ -	$ -	$ -	$ -		$ -
4. Equipment:	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Rental	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Repair and Maintenance	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Purchase/Depreciation	$ 100.00		$ 100.00	$ -	$ -	$ -	$ 100.00		$ 100.00
5. Supplies:	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Educational	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Lab	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Pharmacy	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Medical	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Office	$ 2,000.00		$ 2,000.00	$ -	$ -	$ -	$ 2,000.00		$ 2,000.00
6. Travel	$ 9,000.00		$ 9,000.00	$ -	$ -	$ -	$ 9,000.00		$ 9,000.00
7. Occupancy	$ 9,000.00		$ 9,000.00	$ -	$ -	$ -	$ 9,000.00		$ 9,000.00
8. Current Expenses	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Telephone	$ 1,500.00		$ 1,500.00	$ -	$ -	$ -	$ 1,500.00		$ 1,500.00
Postage	$ 100.00		$ 100.00	$ -	$ -	$ -	$ 100.00		$ 100.00
Subscriptions	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Audit and Legal	$ 1,000.00		$ 1,000.00	$ -	$ -	$ -	$ 1,000.00		$ 1,000.00
Insurance	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Board Expenses	$ 500.00		$ 500.00	$ -	$ -	$ -	$ 500.00		$ 500.00
9. Software	$ -		$ -	$ -	$ -	$ -	$ -		$ -
10. Marketing/Communications	$ 3,000.00		$ 3,000.00	$ -	$ -	$ -	$ 3,000.00		$ 3,000.00
11. Staff Education and Training	$ 2,000.00		$ 2,000.00	$ -	$ -	$ -	$ 2,000.00		$ 2,000.00
12. Subcontracts/Agreements			$ -	$ -	$ -	$ -			$ -
Evaluator Subcontractor	$ 100.00		$ 100.00				$ 100.00		$ 100.00
13. Other (specific details mandatory):	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Indirect As A Percent of Direct	$ -		$ -	$ -	$ -	$ -	$ -		$ -
(10% of Modified Total Direct Costs)	$ -	$ 36,364.00	$ 36,364.00	$ -	$ -	$ -	$ -	$ 36,364.00	$ 36,364.00
	$ -		$ -	$ -	$ -	$ -	$ -		$ -
TOTAL	$ 363,636.00	$ 36,364.00	$ 400,000.00	$ -	$ -	$ -	$ 363,636.00	$ 36,364.00	$ 400,000.00

Indirect As A Percent of Direct 10.0%

Contractor Initials DS PT

Date 2/24/2023

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Lori A. Shibinette
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
GOVERNOR'S COMMISSION ON ALCOHOL & OTHER DRUGS

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9564 1-800-804-0909
Fax: 603-271-6105 TDD Access: 1-800-735-2964 www.dhhs.nh.gov/dcbcs/bdas

April 21, 2022

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, on behalf of the Governor's Commission on Alcohol and Other Drugs, to amend an existing contract with Granite United Way (Vendor #160015-8001) of Concord, NH to continue providing Recovery Friendly Workforce Initiative services that assist businesses with promoting employee health and wellness for by proactively preventing substance misuse and supporting recovery from substance use disorders, by exercising a contract renewal option by increasing the price limitation by $400,000 from $900,000 to $1,300,000 and extending the completion date from June 30, 2022 to June 30, 2023, effective July 1, 2022 or upon Governor and Council approval, whichever is later. 100% Other Funds (Governor's Commission).

The original contract was approved by Governor and Council on December 16, 2020 (Item #13).

Funds are available in the following account for State Fiscal Year 2023, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

05-95-92-920510-33820000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION FOR BEHAVIORAL HEALTH, BUREAU OF DRUG AND ALCOHOL, GOVERNOR COMMISSION FUNDS (100% Other Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog. Svc.	92058501	450,000	$0	$450,000
2022	102-500731	Contracts for Prog. Svc	92058501	450,000	$0	$450,000
2023	102-500731	Contracts for Prog. Svc	92058501	$0	$400,000	$400,000
			Subtotal	**$900,000**	**$400,000**	**$1,300,000**

EXPLANATION

The purpose of this request is to continue providing Recovery Friendly Workplace Initiative services that support businesses in promoting employee health and wellness by proactively preventing substance misuse and supporting recovery from substance use disorders in the workplace and communities. The Recovery Friendly Workplace Coordinator and supporting staff recruit and work with participating employers to obtain and maintain designation as certified Recovery Friendly Workplaces

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(RFW). The Contractor will continue to work with employers on reviewing and modifying workplace policies and conduct trainings for workplaces on topics related to substance use disorder (SUD). Training topics include but are not limited to "Understanding SUD, Bias, Stigma, & Discrimination" and "About Recovery and Wellness." The Contractor will continue establishing partnerships between businesses and recovery community organizations as well as the public health networks, statewide, in order to reduce substance misuse and support recovery for employees and/or their families.

The Department will monitor performance of contracted services using the following information provided through monthly and quarterly reports, including:

- Number of inquiries from businesses received about the Recovery Friendly Workplace Initiative;
- Recruiting a minimum of 36 new Recovery Friendly Workplaces during State Fiscal Year 2023;
- Conducting a minimum of 750 training sessions, presentations and other activities conducted with business leaders and workplaces;
- Number of employees represented by Recovery Friendly Workplace; and
- Number of employers/employers engaged in training sessions, presentations and other activities conducted with business leaders and workplaces.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1 of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Contractor has demonstrated satisfactory performance by recruiting and providing services to 300 Recovery Friendly Workplaces since the initiation of the contract on July 1, 2020. Therefore, the Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Council not authorize this request, the Recovery Friendly Workplace Initiative program will not be able to provide prevention and recovery programming, educational materials, and other substance misuse resources to current Recovery Friendly Workplaces or be able to recruit new businesses into the Recovery Friendly Workplace program. This could result in lack of support by businesses for employees and their families struggling with substance misuse, and increase negative impacts on community health and safety related to substance misuse.

Area served: Statewide

In the event that the Other 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 Health and Human Services
Amendment #1

This Amendment to the Recovery Friendly Workplace Initiative contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Granite United Way ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 16, 2020, (Item #13), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17 and Exhibit A, Revisions to Standard Contract Provisions, Section 1, Revisions to Form P-37, General Provisions, Subsection 1.1, 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:

   June 30, 2023

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

   $1,300,000

3. Modify Exhibit B, Scope of Services, by adding Paragraph 1.9.3, to read:

   1.9.3 Recruiting no less than thirty-six (36) new Recovery Friendly Work Places during State Fiscal Year 2023.

4. Modify Exhibit B, Scope of Services, by adding Subsection 1.14, to read:

   1.14 The Contract shall conduct no less than 750 training sessions, presentations, and other related activities with businesses and workplaces during State Fiscal Year 2023.

5. Add Exhibit C-3 Amendment #1, Budget, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2022, or upon Governor and Council approval, whichever is later. .

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

4/26/2022
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Katja.Fox@dhhs.nh.gov

Granite United Way

4/25/2022
Date

DocuSigned by:
Patrick Tufts
Name: Patrick Tufts
Title: President

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

OFFICE OF THE ATTORNEY GENERAL

4/26/2022

Date

DocuSigned by:
Robyn Guarino

Name: Robyn Guarino
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:

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DocuSign Envelope ID: 1747 7B16-8B02-4390-99FB-89BD87E6CD83

Exhibit C-3 Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Granite United Way

Budget Request for: Recovery Friendly Workplace Initiative

Budget Period: July 1, 2022 - June 30, 2023

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	$ 261,982.00		$ 261,982.00	$ -	$ -	$ -	$ 261,982.00		$ 261,982.00
2. Employee Benefits	$ 73,354.00		$ 73,354.00	$ -	$ -	$ -	$ 73,354.00		$ 73,354.00
3. Consultants	$ -		$ -	$ -	$ -	$ -	$ -		$ -
4. Equipment:	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Rental	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Repair and Maintenance	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Purchase/Depreciation	$ 100.00		$ 100.00	$ -	$ -	$ -	$ 100.00		$ 100.00
5. Supplies:	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Educational	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Lab	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Pharmacy	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Medical	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Office	$ 2,000.00		$ 2,000.00	$ -	$ -	$ -	$ 2,000.00		$ 2,000.00
6. Travel	$ 9,000.00		$ 9,000.00	$ -	$ -	$ -	$ 9,000.00		$ 9,000.00
7. Occupancy	$ 9,000.00		$ 9,000.00	$ -	$ -	$ -	$ 9,000.00		$ 9,000.00
8. Current Expenses	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Telephone	$ 1,500.00		$ 1,500.00	$ -	$ -	$ -	$ 1,500.00		$ 1,500.00
Postage	$ 100.00		$ 100.00	$ -	$ -	$ -	$ 100.00		$ 100.00
Subscriptions	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Audit and Legal	$ 1,000.00		$ 1,000.00	$ -	$ -	$ -	$ 1,000.00		$ 1,000.00
Insurance	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Board Expenses	$ 500.00		$ 500.00	$ -	$ -	$ -	$ 500.00		$ 500.00
9. Software	$ -		$ -	$ -	$ -	$ -	$ -		$ -
10. Marketing/Communications	$ 3,000.00		$ 3,000.00	$ -	$ -	$ -	$ 3,000.00		$ 3,000.00
11. Staff Education and Training	$ 2,000.00		$ 2,000.00	$ -	$ -	$ -	$ 2,000.00		$ 2,000.00
12. Subcontracts/Agreements			$ -	$ -	$ -	$ -			$ -
Evaluator Subcontractor	$ 100.00		$ 100.00				$ 100.00		$ 100.00
13. Other (specific details mandatory):	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Indirect As A Percent of Direct	$ -		$ -	$ -	$ -	$ -	$ -		$ -
(10% of Modified Total Direct Costs)	$ -	$38,364.00	$ 38,364.00	$ -	$ -	$ -	$ -	$38,364.00	$ 38,364.00
	$ -		$ -	$ -	$ -	$ -	$ -		$ -
TOTAL	$ 363,636.00	$ 36,364.00	$ 400,000.00	$ -	$ -	$ -	$ 363,636.00	$ 36,364.00	$ 400,000.00

Indirect As A Percent of Direct 10.0%

Contractor Initials PT
Date 4/25/2022

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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
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November 30, 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, on behalf of the Governor's Commission on Alcohol and Other Drugs, to enter into a **Retroactive, Sole Source** contract with Granite United Way (Vendor #160015-8001) of Concord, New Hampshire, in the amount of $900,000 for the provision of Recovery Friendly Workforce Initiative Services to assist businesses to promote health and wellness for their employees by proactively preventing substance misuse and supporting recovery from substance use disorders, with the option to renew for up to two (2) additional years, effective retroactive to July 1, 2020 upon Governor and Council approval through June 30, 2022. 100% Other Funds (Governor's Commission).

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.

05-095-092-920510-33820000-038-509038-102-500731 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SVCS, GOVERNOR COMMISSION FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Program Svs	92058501	$450,000
2022	102-500731	Contracts for Program Svs	92058501	$450,000
			Total	$900,000

EXPLANATION

This request is **Retroactive** because services have been provided since June 30, 2020 and more time was needed to negotiate and finalize the scope of the work prior to the vendor accepting the terms of the final agreement. The Contractor provided Recovery Friendly Workforce Initiative Services under a contract with the Community Development Finance Authority until June

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30, 2020. The Department was not able to complete the contracting process and enter into a new contract before the previous contract expired. This request is **Sole Source** because on June 26, 2020 the Governor's Commission on Alcohol and Other Drugs approved funding for Granite United Way to continue services through a contract with the Department. The Contractor will continue to oversee, manage, and expand the Recovery Friendly Workplace initiative by assisting businesses and organizations statewide to develop and implement sustainable programs that proactively prevent substance misuse by employees.

The purpose of this request is to provide Recovery Friendly Workplace initiative services to businesses to promote health and wellness for employees by proactively preventing substance misuse and supporting recovery from substance use disorders in the workplace and in communities. The Contractor assists participating employers to obtain and maintain designation as certified Recovery Friendly Workplaces by reviewing and modifying workplace policies, conducting trainings for workplaces on topics related to substance use disorder, and establishing partnerships between businesses and recovery community organizations and public health networks statewide.

The Department will monitor performance of contracted services using the following information that is provided through monthly and quarterly reporting:

- Number of inquiries about the Recovery Friendly Workplace Initiative that are received from businesses.
- Number of businesses and organizations designated as a Recovery Friendly Workplace.
- Number of training sessions and presentations conducted for business leaders and workplaces.

As referenced in Exhibit A, Revisions to Standard Contract Provisions, Section 1 Revisions to Form P-37, General Provisions, Subsection 1.1 of the attached contract, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, businesses and organizations statewide may not have support to continue providing proactive programs to their employees to prevent substance misuse and to support recovery from substance use disorders.

Area served: Statewide

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

Respectfully submitted,

Lori Weaver

Lori A. Weaver
Deputy Commissioner

Subject: Recovery Friendly Workplace Initiative (SS-2021-BDAS-02-RECOV-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire 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 46 South Main St. Concord, NH 03301	
1.5 Contractor Phone Number (603) 224-2595	1.6 Account Number 05-95-092-920510-33820000-102-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation $900,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Patrick Tufts 475637A116D145E...	Date: 11/6/2020	1.12 Name and Title of Contractor Signatory Patrick Tufts President	
1.13 State Agency Signature DocuSigned by: Katja Fox E5000B00CA3442...	Date: 11/23/2020	1.14 Name and Title of State Agency Signatory Katja Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: C Pinos D9CA9202E2C4AE...		On: 11/25/2020	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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Date ~~11/6/2020~~

2. 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 B 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 1.17, 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 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

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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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

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Date 11/6/2020

New Hampshire Department of Health and Human Services
Recovery Friendly Workplace Initiative

EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. **Revisions to Form P-37, General Provisions**

   1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

   3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

   1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

   12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

Scope of Services

1. **Statement of Work**

1.1. The Contractor shall provide services in this agreement to businesses and their employees, statewide.

1.2. The Contractor shall implement and oversee the Recovery Friendly Workplace (RFW) initiative in coordination with Governor's Office, New Hampshire RFW Advisory Council, the Department, and other key stakeholders, which include, but are not limited to:

1.2.1. Current RFWs.

1.2.2. Prospective businesses and organizations.

1.2.3. Substance misuse provider organizations.

1.2.4. Recovery organizations.

1.2.5. State and federal government organizations.

1.3. The Contractor shall provide a strategic plan no later than five (5) days after the Contract Effective Date, for Department approval that includes, but is not limited to:

1.3.1. Program policies.

1.3.2. Program standards.

1.3.3. Program goals.

1.3.4. Program objectives.

1.4. The Contractor shall update the strategic plan periodically as necessary in collaboration with the New Hampshire RFW Advisory Council.

1.5. The Contractor shall oversee, manage, and expand the Recovery Friendly Workplace (RFW) initiative by assisting businesses and organizations, statewide, to develop and implement sustainable programs that proactively prevent substance misuse by employees.

1.6. The Contractor shall assist participating employers with developing and providing programs that support employees in recovery from substance use disorders.

1.7. The Contractor shall collaborate with stakeholders, including recovery organizations, to develop:

1.7.1. Documents and materials for RFW programs.

1.7.2. Guidelines for RFW programs.

1.7.3. Evidence-based training modules and resources to support RFWs.

1.8. The Contractor shall develop and update resources and materials for communication, marketing, and program implementation. The Contractor shall:

1.8.1. Revise and print orientation packet materials for distribution to prospective RFWs.

1.8.2. Ensure the Recovery Friendly Workplace –New Hampshire website is current by updating information, as requested and approved by the Department.

1.8.3. Publish current information about RFW through social media accounts including, but not limited to:

1.8.3.1. Facebook.

1.8.3.2. Twitter.

1.8.3.3. LinkedIn.

1.8.4. Develop and disseminate ongoing communications to relative to RFW initiatives implemented.

1.8.5. Develop and disseminate general marketing materials to employers that have not yet implemented RFW initiatives.

1.8.6. Develop recommendations for evidence-based program materials relative to RFW initiatives.

1.8.7. Develop and update materials, as necessary, to ensure comprehensive toolkits are available to employers implementing RFW initiatives.

1.9. The Contractor shall develop recruitment strategies and outreach plans to grow and expand the RFW initiatives, statewide, including, but not limited to:

1.9.1. Conducting one-on-one outreach meetings with key stakeholders to understand needs, gaps, barriers, and assets.

1.9.2. Responding to inquiries from employers, other states, and other key stakeholders.

1.10. The Contractor shall develop and deliver training sessions and presentations to business leaders, workplaces, and other key partners, ensuring available topics include, but are not limited to:

1.10.1. Understanding Substance Use Disorder & Stigma.

1.10.2. Why the Workforce Needs People in Recovery.

1.10.3. How to Access Resources in NH: 211 & The Doorway NH.

1.10.4. Proven Results of Recovery Friendly Workplaces.

1.10.5. Overcoming the Impact of Substance Use Disorders through Recovery.

1.10.6. Saving a Life with Narcan.

1.11. The Contractor shall utilize data collection tools and maintain reportable data relative to RFW initiative activities. The Contractor shall:

1.11.1. Record all contacts with each RFW prospective employer ensuring data collected includes, but is not limited to:

1.11.1.1. Date of contact.

1.11.1.2. Method of contact.

1.11.1.3. Individual(s) engaged.

1.11.1.4. Level of engagement based on criteria described in Recovery Friendly Workplace (RFW) - Levels of Engagement.

1.11.2. Distribute a monthly report on RFW initiative activities to stakeholders, as approved by the Department.

1.11.3. Utilize data to assist evaluation efforts to determine program effectiveness, cost effectiveness, and utilization.

1.12. The Contractor shall identify grant opportunities, develop proposals and produce required reporting to funding sources.

1.13. The Contractor shall provide staff that include, but are not limited to:

1.13.1. One part-time -time (.15 FTE) Program Director who oversees the contract and represents the Contractor on the RFW Advisory Council.

1.13.2. One full-time (1 FTE) Assistant Program Director who develops, expands and ensures implementation of the RFW initiative.

1.13.3. Four full-time (4 FTE) Recovery Friendly Advisors (RFA) who are trained and oriented to recruit and assist businesses statewide to develop and implement Recovery Friendly Workplaces.

2. **Reporting Requirements**

2.1. The Contractor shall submit quarterly reports on the RFW initiative, which include, but are not limited to:

2.1.1. Number of workplaces active in the designation process.

2.1.2. Number of letters of interest received from prospective organizations and businesses.

2.1.3. Number of businesses and organizations contacted.

2.1.4. The name of each business and organization contacted during the quarter with a level of engagement value assigned based on the designations described in the Recovery Friendly Workplace (RFW) - Levels of Engagement

2.1.5. A list of each training and presentation, including, but not limited to:

2.1.5.1. Date and length of event.

2.1.5.2. Topic.

2.1.5.3. Trainer.

2.1.5.4. Business or organization receiving training or presentation.

2.1.5.5. Number of people attending.

2.2. The Contractor shall provide a written report within forty-eight (48) hours of a request by Department, to describe progress, problems, and/or developments regarding the services provided through this Agreement.

3. Performance Measures

3.1. The Department will monitor Contractor performance by measuring the following annualized performance metrics as a percentage increase or decrease from baseline State Fiscal Year 2020:

3.1.1. RFW inquiries by businesses, organizations, and governmental agencies;

3.1.2. Number of businesses and organizations designated as RFWs,

3.1.3. Availability and implementation of evidence-based templates, guidelines and programming to support RFWs;

3.1.4. Number of employees receiving RFW supports and resources; and

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

3.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.

3.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

4. Additional Terms

4.1. Impacts Resulting from Court Orders or Legislative Changes

4.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

4.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

4.2.1. The Contractor shall submit, within ten (10) business days of the contract effective date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

4.3. Credits and Copyright Ownership

4.3.1. 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, "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."

4.3.2. All materials produced or purchased under the contract shall have prior approval from the Department before printing, production, distribution or use.

4.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

4.3.3.1. Brochures.

4.3.3.2. Resource directories.

4.3.3.3. Protocols or guidelines.

4.3.3.4. Posters.

4.3.3.5. Reports.

4.3.4. The Contractor shall not reproduce any materials produced under the contract without prior written approval from the Department.

5. Records

5.1. The Contractor shall keep records that include, but are not limited to:

5.1.1. Books, records, documents and other electronic or physical 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.

5.1.2. All records must 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.

New Hampshire Department of Health and Human Services
Recovery Friendly Workplace Initiative

EXHIBIT C

Payment Terms

1. This Agreement is funded by 100% Other funds (Governor's Commission funds).
2. For the purposes of this Agreement, the Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.330.
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 Exhibits C-1, Budget through Exhibit C-2, Budget.
4. 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.
5. Invoices shall be net any other revenue received towards the services billed in fulfillment of this agreement.Backup documentation shall include, but is not limited to:
   - 5.1. General Ledger showing revenue and expenses for the contract.
   - 5.2. Timesheets and/or time cards that support the hours employees worked for wages reported under this contract.
   - 5.3. The following backup documentation may also be requested as needed:
     - 5.3.1. Invoices supporting expenses reported.
     - 5.3.2. Cost center reports.
     - 5.3.3. Profit and loss report.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to dhhs.dbhinvoicesbdas@dhhs.nh.gov or invoices may be mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
7. The Department 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, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

10. 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 B, Scope of Services.

11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

12. Notwithstanding Paragraph 17 of the General Provisions Form 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.

13. Audits

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

        13.1.1. 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.

        13.1.2. 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.

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

    13.2. 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.

    13.3. 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.

13.4. 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.

13.5. 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 C-1 Budget

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

Contractor Name: Granite United Way

Budget Request for: Recovery Friendly Workplace Initiative

Budget Period: July 1, 2020 - June 30, 2021

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 Salaries/Wages	$ 94,551.00		$ 94,551.00	-	-	-	$ 94,551.00		$ 94,551.00
2. Employee Benefits	$ 14,800.00		$ 14,800.00	-	-	-	$ 14,800.00		$ 14,800.00
3. Consultants	-		-	-	-	-	-		-
4. Equipment:	-		-	-	-	-	-		-
Rental	-		-	-	-	-	-		-
Repair and Maintenance	-		-	-	-	-	-		-
Purchase/Depreciation	$ 8,000.00		$ 8,000.00	-	-	-	$ 8,000.00		$ 8,000.00
5. Supplies:	-		-	-	-	-	-		-
Educational	-		-	-	-	-	-		-
Lab	-		-	-	-	-	-		-
Pharmacy	-		-	-	-	-	-		-
Medical	-		-	-	-	-	-		-
Office	$ 7,000.00		$ 7,000.00	-	-	-	$ 7,000.00		$ 7,000.00
6. Travel	$ 13,000.00		$ 13,000.00	-	-	-	$ 13,000.00		$ 13,000.00
7. Occupancy	$ 9,000.00		$ 9,000.00	-	-	-	$ 9,000.00		$ 9,000.00
8. Current Expenses:	-		-	-	-	-	-		-
Telephone	$ 1,500.00		$ 1,500.00	-	-	-	$ 1,500.00		$ 1,500.00
Postage	-		-	-	-	-	-		-
Subscriptions	-		-	-	-	-	-		-
Audit and Legal	$ 1,000.00		$ 1,000.00	-	-	-	$ 1,000.00		$ 1,000.00
Insurance	-		-	-	-	-	-		-
Board Expenses	$ 500.00		$ 500.00	-	-	-	$ 500.00		$ 500.00
9. Software	-		-	-	-	-	-		-
10. Marketing/Communications	$ 7,500.00		$ 7,500.00	-	-	-	$ 7,500.00		$ 7,500.00
11. Staff Education and Training	$ 3,000.00		$ 3,000.00	-	-	-	$ 3,000.00		$ 3,000.00
12. Subcontracts/Agreements	-		-	-	-	-	-		-
Subcontract for Evaluation Services	$ 33,840.00		$ 33,840.00	-	-	-	$ 33,840.00		$ 33,840.00
13. Other (specific details mandatory):	-		-	-	-	-	-		-
Indirect As A Percent of Direct	-	$ 43,918.00	$ 43,918.00	-	-	-	-	$ 43,918.00	$ 43,918.00
(10% of Modified Total Direct Costs)	-		-	-	-	-	-		-
TOTAL	$ 404,991.00	$ 43,918.00	$ 448,909.00	-	-	-	$ 404,991.00	$ 43,918.00	$ 448,909.00

Indirect As A Percent of Direct: 10.8%

Contractor Initials: JT
Date: 12/17/19

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Exhibit C-1 Budget

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

Contractor Name: Granite United Way

Budget Request for: Recovery Friendly Workplace Initiative

Budget Period: July 1, 2021 - June 30, 2022

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 376,167.00		$ 376,167.00	$ -	$ -	$ -	$ 376,167.00		$ 376,167.00
2. Employee Benefits	$ 77,968.00		$ 77,968.00	$ -	$ -	$ -	$ 77,968.00		$ -
3. Consultants	$ -		$ -	$ -	$ -	$ -	$ -		$ -
4. Equipment:	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Rental	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Repair and Maintenance	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Purchase/Depreciation	$ 500.00		$ 500.00	$ -	$ -	$ -	$ 500.00		$ 500.00
5. Supplies:	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Educational	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Lab	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Pharmacy	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Medical	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Office	$ 7,000.00		$ 7,000.00	$ -	$ -	$ -	$ 7,000.00		$ 7,000.00
6. Travel	$ 15,000.00		$ 15,000.00	$ -	$ -	$ -	$ 15,000.00		$ 15,000.00
7. Occupancy	$ 8,000.00		$ 8,000.00	$ -	$ -	$ -	$ 8,000.00		$ 8,000.00
8. Current Expenses	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Telephone	$ 1,000.00		$ 1,000.00	$ -	$ -	$ -	$ 1,000.00		$ 1,000.00
Postage	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Subscriptions	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Audit and Legal	$ 1,000.00		$ 1,000.00	$ -	$ -	$ -	$ 1,000.00		$ 1,000.00
Insurance	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Board Expenses	$ 500.00		$ 500.00	$ -	$ -	$ -	$ 500.00		$ 500.00
9. Software	$ -		$ -	$ -	$ -	$ -	$ -		$ -
10. Marketing/Communications	$ 7,500.00		$ 7,500.00	$ -	$ -	$ -	$ 7,500.00		$ 7,500.00
11. Staff Education and Training	$ 1,000.00		$ 1,000.00	$ -	$ -	$ -	$ 1,000.00		$ 1,000.00
12. Subcontracts/Agreements	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Subcontracts (Contractual Services TBD)	$ 13,471.00		$ 13,471.00	$ -	$ -	$ -	$ 13,471.00		$ 13,471.00
13. Other (specify details mandatory):	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Indirect As A Percent of Direct	$ -		$ -	$ -	$ -	$ -	$ -		$ -
10% of Modified Total Direct Costs	$ -	$ 40,938.00	$ 40,938.00	$ -	$ -	$ -	$ -	$ 40,938.00	$ 40,938.00
	$ -		$ -	$ -	$ -	$ -	$ -		$ -
Total	$ 409,601.00	$ 40,938.00	$ 450,539.00	$ -	$ -	$ -	$ 409,601.00	$ 40,938.00	$ 450,539.00
Indirect As A Percent of Direct		10.0%							

11/4/2020

Contractor Initials: [illegible]
Date: 11/18/2020

New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Name:

DocuSigned by:
Patrick Tufts

11/6/2020
Date

Name: Patrick Tufts
Title: President

DS
PT

Vendor Initials

11/6/2020
Date

New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Vendor Name:

DocuSigned by:
Patrick Tufts
11/6/2020
Name: Patrick Tufts
Title: President

11/6/2020
Date

DS
PT
Vendor Initials
11/6/2020
Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

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

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

Contractor Name:

DocuSigned by:
Patrick Tufts

11/6/2020
Date

Name: Patrick Tufts
Title: President

DS
PT

Contractor Initials

Date 11/6/2020

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

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

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

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

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

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

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

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

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

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

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

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

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

DS
PT

Contractor Initials _____

Date 11/6/2020

New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

DocuSigned by:
Patrick Tufts

11/6/2020
Date

Name: Patrick Tufts
Title: President

DocuSign Envelope ID: 17477B16-8B02-4390-99FB-89BD87E6CD83

DocuSign Envelope ID: 96930283-C262-48DE-950C-2F22C308AFB5

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:

DocuSigned by:
Patrick Tufts

11/6/2020
Date

Name: Patrick Tufts
Title: President

DS
PT
Contractor Initials

11/6/2020
Date

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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

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

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

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

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

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) **Obligations and Activities of Business Associate.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

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

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) 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 Fox	Patrick Tufts
Signature of Authorized Representative	Signature of Authorized Representative
Katja Fox	Patrick Tufts
Name of Authorized Representative	Name of Authorized Representative
Director	President
Title of Authorized Representative	Title of Authorized Representative
11/23/2020	11/6/2020
Date	Date

New Hampshire Department of Health and Human Services
Exhibit J

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:

DocuSigned by:
Patrick Tufts

11/6/2020
Date

Name: Patrick Tufts
Title: President

DS
PT
Contractor Initials

11/6/2020
Date

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: 1564894990

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

   __x__ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials PT

Date 11/6/2020

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 the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov