

ARC
69



**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

April 2, 2025

Her Excellency, Governor Kelly A. Ayotte
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), Manchester, NH for the continued operation of a twenty-four (24) hour homeless hotline through the 211 NH system, by exercising a contract renewal option by increasing the price limitation by \$450,000 from \$450,000 to \$900,000 and extending the completion date from June 30, 2025 to June 30, 2027, effective July 1, 2025, upon Governor and Council approval. 100% General Funds.

The original contract was approved by Governor and Council on May 3, 2023, item #15.

Funds are anticipated to be available in State Fiscal Years 2026 and 2027, 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.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING – SHELTER PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Prog Svc	42307020	\$200,000	\$0	\$200,000
2025	102-500731	Contracts for Prog Svc	42307020	\$200,000	\$0	\$200,000
2026	102-500731	Contracts for Prog Svc	42307020	\$0	\$225,000	\$225,000
2027	102-500731	Contracts for Prog Svc	42307020	\$0	\$225,000	\$225,000
			Subtotal	\$400,000	\$450,000	\$850,000

05-95-92-922010-41170000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2024	102-500731	Contracts for Prog Svc	42307020	\$25,000	\$0	\$25,000
2025	102-500731	Contracts for Prog Svc	42307020	\$25,000	\$0	\$25,000

			Subtotal	\$50,000	\$0	\$50,000
			Total	\$450,000	\$450,000	\$900,000

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractor is the only operator of the 2-1-1 New Hampshire Hotline, which the Homeless Hotline operates through. The Contractor is the only provider able to deliver the necessary services as the sole entity in New Hampshire providing a twenty-four (24) hour telephone intervention, information, and referral service hotline to homeless persons, or those at-risk of homelessness, or any caller seeking information about available homeless services in New Hampshire.

The purpose of this request is to exercise an available contract renewal option for the continued provision of a homeless services hotline, which offers information and referral services to individuals and/or families who are seeking homelessness resources. Information and Referral Specialists will continue to determine the appropriate, immediate response by completing an initial homelessness Prevention and Diversion Tool with callers who are experiencing homelessness or who are at risk of homelessness. The Information and Referral Specialists will continue to refer callers to the appropriate Regional Access Point (RAP) for services. The Homeless Hotline will continue to provide after-hours information and referrals to assist callers in finding emergency shelter options.

Approximately 10,000 individuals will be served during State Fiscal Years 2026 and 2027.

The Contractor will continue to offer assessments of need and the provision of immediate referrals to appropriate housing services during the normal business hours of 8 a.m. to 7 p.m., Monday through Friday. On-call operators will continue to take calls regarding emergency shelter during non-business hours. In the case of an emergency shelter need, the on-call operator will continue to locate a shelter bed and arrange transportation to the shelter. If there are no shelter beds available, 211 NH arranges an emergency hotel stay for the individual and/or family until the next business day. All other callers with non-urgent needs are called back by the close of the next business day.

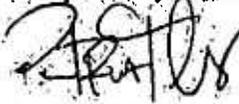
The Department will continue to monitor services, including call wait times, referrals to appropriate housing services, and follow-up services for overnight callers.

As referenced in Exhibit A 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 Department is exercising its option to renew services for two (2) of the two (2) years available.

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

Area served: Statewide.

Respectfully submitted,



Lori A. Weaver
 Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

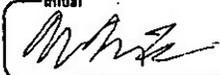
This Amendment to the Homeless Hotline contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Granite United Way ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on May 3, 2023 (Item #15), 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, 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, 2027
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$900,000
3. Modify Exhibit B, Scope of Services; by adding Section 1.1.5. through Section 1.1.6., to read:
 - 1.1.5. Contacting emergency services as needed depending on the nature of the call or crisis, including, but not limited to:
 - 1.1.5.1. If a determination is made that the caller is in imminent danger of harming themselves or someone else, the Contractor must directly connect the caller to 911 Emergency Services.
 - 1.1.5.2. If a determination is made that the caller is experiencing a mental health and/or substance use crisis, the Contractor must directly connect the caller to NH Rapid Response Access Point.
 - 1.1.5.3. If a determination is made that the caller is in suicidal crisis or emotional distress, the Contractor must directly connect the caller to the 988 Lifeline.
 - 1.1.6. Transferring callers who have a non-emergency need, and are seeking assistance with accessing substance use services directly to a Doorway as appropriate, as follows:
 - 1.1.6.1. Calls must be transferred directly to a Doorway during the hours of 8:00 am an 5:00 pm, EST; and
 - 1.1.6.2. Calls must be transferred directly to the designated Doorway After Hours during the hours of 5:00 pm and 8:00 am EST, weekends, and holidays.
4. 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 items, as specified in Exhibits C-1, Budget through Exhibit C-3 Budget, Amendment #1.
5. Add Exhibit C-3, Budget, Amendment #1, which is attached hereto and incorporated by reference herein.

Initial


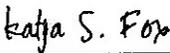
All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

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

4/3/2025

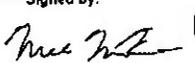
Date

DocuSigned by:

Name: Kaitja S. Fox
Title: Director

Granite United Way

4/2/2025

Date

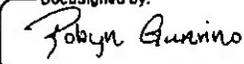
Signed by:

Name: Nichole Martin Reimer
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

4/3/2025

Date

DocuSigned by:

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, Budget, Amendment #1

New Hampshire Department of Health and Human Services		
Contractor Name: Granite United Way		
Budget Request for: Homeless Hotline		
Budget Period: SFY 26-27 (7.1.25 - 6.30.27)		
Indirect Cost Rate (if applicable): 10.00%		
Line Item	Program Cost - Funded by DHHS - SFY 2026 (7.1.25 - 6.30.26)	Program Cost - Funded by DHHS - SFY 2027 (7.1.26 - 6.30.27)
1. Salary & Wages	\$95,295	\$95,295
2. Fringe Benefits	\$26,880	\$26,880
3. Consultants	\$0	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0	\$0
5.(a) Supplies - Educational	\$0	\$0
5.(b) Supplies - Lab	\$0	\$0
5.(c) Supplies - Pharmacy	\$0	\$0
5.(d) Supplies - Medical	\$0	\$0
5.(e) Supplies - Office	\$2,620	\$2,620
6. Travel	\$500	\$500
7. Software	\$500	\$500
8. (a) Other - Marketing/Communications	\$250	\$250
8. (b) Other - Education and Training	\$500	\$500
8. (c) Other - Other (specify below)	\$0	\$0
Other: Telephone	\$18,000	\$18,000
Other: Transport, Hoteling	\$40,000	\$40,000
Call Center Coverage	\$20,000	\$20,000
9. Subrecipient Contracts	\$0	\$0
Total Direct Costs	\$204,545	\$204,545
Total Indirect Costs	\$20,455	\$20,455
Subtotals	\$225,000	\$225,000
	TOTAL \$	450,000

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.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Joseph Bator, hereby certify that:

1. I am the duly elected Board Chair of Granite United Way.

2. The following is a true copy of an electronic vote taken of the Board of Directors, duly called and conducted on December 3, 2024, at which a quorum of the Directors were present and voting:

VOTED: That Nichole Martin Reimer, 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 her 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: 3/11/2025

Signed by:



DocuSign Envelope ID: A4D54213-E108-48B4-A5D8-2D220B6AF2A8

Signature of Elected Officer
Name: Joseph Bator
Title: Board Chair



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
333 South Main St.
Laconia, NH 03246
603.737.1121

White Village
250 Highland Street
Plymouth, NH 03264
603.536.3720

Carroll County United
449A White Mtn. Highway
Lamoth, NH 03855
603.323.8139

GRANITE UNITED WAY
FINANCIAL REPORT
JUNE 30, 2023

CONTENTS

	Page
INDEPENDENT AUDITOR'S REPORT.....	1-3
FINANCIAL STATEMENTS	
Statement of financial position.....	4
Statement of activities and changes in net assets.....	5
Statement of functional expenses.....	6
Statements of cash flows.....	7
Notes to financial statements.....	8-22
SUPPLEMENTARY INFORMATION	
Supplementary schedules of community impact awards to qualified partner agencies and emerging opportunity grants.....	23-32



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, 2023 and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Granite United Way as of June 30, 2023, 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.

Emphasis of Matter

As discussed in Note 2 to the financial statements, on July 1, 2022, the Company adopted FASB ASC 842, Leases. Our opinion is not modified with respect to this matter.

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.

Page 1

70 Commercial Street, 4th Floor
Concord, NH 03301

v: 603-224-5357
f: 603-224-3792

59 Emerald Street
Keene, NH 03431

v: 603-357-7665
f: 603-224-3792

44 School Street
Lebanon, NH 03766

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

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.

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, 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 22, 2022. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022 is consistent, in all material respects, with the audited financial statements from which it has been derived.

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 Wechsler & Company

Concord, New Hampshire
March 7, 2024

GRANITE UNITED WAY

STATEMENT OF FINANCIAL POSITION

June 30, 2023 with comparative totals as of June 30, 2022

	ASSETS			2022
	2023		Total	
	Without Donor/ Time Restrictions	With Donor/ Time Restrictions		
CURRENT ASSETS				Total
Cash	\$ -	\$ 848,587	\$ 848,587	\$ 3,695,478
Prepaid and reimbursable expenses	63,369	-	63,369	78,779
Investments	738,932	207,341	946,273	951,443
Accounts and rent receivable	87,559	-	87,559	36,884
Contributions and grants receivable, net of allowance for uncollectible contributions 2023 \$499,827; 2022 \$465,181	-	3,414,457	3,414,457	2,055,943
<i>Total current assets</i>	<u>889,860</u>	<u>4,470,385</u>	<u>5,360,245</u>	<u>6,818,527</u>
OTHER ASSETS				
Property and equipment, net	1,140,811	-	1,140,811	1,182,928
Operating lease, right-of-use assets	411,830	-	411,830	-
Investments - endowment	12,495	233,821	246,316	235,142
Beneficial interest in assets held by others	-	2,689,430	2,689,430	2,667,867
<i>Total other assets</i>	<u>1,565,136</u>	<u>2,923,251</u>	<u>4,488,387</u>	<u>4,085,937</u>
<i>Total assets</i>	<u>\$ 2,454,996</u>	<u>\$ 7,393,636</u>	<u>\$ 9,848,632</u>	<u>\$ 10,904,464</u>
	LIABILITIES AND NET ASSETS			
CURRENT LIABILITIES				
Current maturities of long-term debt	\$ 15,756	\$ -	\$ 15,756	\$ 15,016
Allocations payable to partner agencies	32,602	-	32,602	32,602
Donor-designations payable	351,238	299,669	650,907	882,907
Accounts payable	602,964	-	602,964	435,762
Accrued expenses	211,671	-	211,671	199,767
Current portion operating lease liabilities	124,745	-	124,745	-
Funds held for others	9,337	-	9,337	12,142
<i>Total current liabilities</i>	<u>1,348,313</u>	<u>299,669</u>	<u>1,647,982</u>	<u>1,578,196</u>
LONG-TERM LIABILITIES				
Operating lease liabilities, less current portion	290,021	-	290,021	-
Note payable, less current portion	141,258	-	141,258	157,251
<i>Total long-term liabilities</i>	<u>431,279</u>	<u>-</u>	<u>431,279</u>	<u>157,251</u>
<i>Total liabilities</i>	<u>1,779,592</u>	<u>299,669</u>	<u>2,079,261</u>	<u>1,735,447</u>
COMMITMENTS (See Notes)				
NET ASSETS:				
Without donor/ time restrictions	675,404	-	675,404	1,833,039
With donor/ time restrictions (Note 9)	-	7,093,967	7,093,967	7,335,978
<i>Total net assets</i>	<u>675,404</u>	<u>7,093,967</u>	<u>7,769,371</u>	<u>9,169,017</u>
<i>Total liabilities and net assets</i>	<u>\$ 2,454,996</u>	<u>\$ 7,393,636</u>	<u>\$ 9,848,632</u>	<u>\$ 10,904,464</u>

GRANITE UNITED WAY

STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year ended June 30, 2023 with comparative totals for the year ended June 30, 2022

	2023			2022
	Without Donor/Time Restrictions	With Donor/Time Restrictions	Total	Total
Support and revenues:				
Campaign revenue:				
Total contributions pledged	\$ -	\$ 5,614,397	\$ 5,614,397	\$ 6,599,672
Restricted contributions pledged	-	3,232,903	3,232,903	1,878,594
Less donor designations	-	(887,939)	(887,939)	(1,544,281)
Less provision for uncollectible pledges	-	(301,180)	(301,180)	(280,293)
Add prior years' excess provision for uncollectible pledges taken into income in current year	45,358	-	45,358	20,432
<i>Net campaign revenue</i>	45,358	7,658,181	7,703,539	6,674,124
Support:				
Grant revenue	-	4,491,561	4,491,561	9,489,106
Sponsors and program revenue	-	334,485	334,485	141,950
Contributed non-financial assets	40,398	-	40,398	471,066
<i>Total support</i>	85,756	12,484,227	12,569,983	16,776,246
Other revenue:				
Rental income	100,681	-	100,681	98,131
Administrative fees	81,229	-	81,229	64,677
Miscellaneous income	8,610	-	8,610	3,591
<i>Total support and revenues</i>	276,276	12,484,227	12,760,503	16,942,645
Net assets released from restrictions:				
For satisfaction of time restrictions	3,101,964	(3,101,964)	-	-
For satisfaction of program restrictions	9,656,264	(9,656,264)	-	-
	13,034,504	(274,001)	12,760,503	16,942,645
Expenses:				
Program services	13,529,466	-	13,529,466	13,659,882
Support services:				
Management and general	433,692	-	433,692	539,397
Fundraising	395,656	-	395,656	440,247
<i>Total expenses</i>	14,358,814	-	14,358,814	14,639,526
<i>Increase (decrease) in net assets before non-operating activities</i>	(1,324,310)	(274,001)	(1,598,311)	2,303,119
Non-operating activities:				
Change in value of beneficial interest in trusts, net of fees 2023 \$17,560; 2022 \$15,185	-	21,563	21,563	(368,827)
Realized and unrealized gains (losses) on investments	(9,195)	5,607	(3,588)	(85,989)
Inherent contribution, Seacoast Region (Note 1)	-	-	-	861,057
Investment income, net	175,870	4,820	180,690	154,085
<i>Total non-operating activities</i>	166,675	31,990	198,665	560,326
<i>Net increase (decrease) in net assets</i>	(1,157,635)	(242,011)	(1,399,646)	2,863,445
Net assets, beginning of year	1,833,039	7,335,978	9,169,017	6,305,572
<i>Net assets, end of year</i>	\$ 675,404	\$ 7,093,967	\$ 7,769,371	\$ 9,169,017

GRANITE UNITED WAY

STATEMENT OF FUNCTIONAL EXPENSES

Year ended June 30, 2023 with comparative totals for the year ended June 30, 2022

	2023										2022	
	Grants and awards	Salaries, employee benefits and taxes	Occupancy	Technology and telephone expenses	United Way Worldwide dues and other 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												
Ukraine Relief Fund	\$ 1,735,979	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,735,979	\$ 720,393
Community impact grants	1,665,801	-	-	-	-	-	-	-	-	-	1,665,801	1,378,246
Preschool Development	500,155	334,542	-	149	-	268	298,201	65,693	244,361	-	1,443,369	338,700
Public Health Network	280	761,973	14,794	21,727	-	6,542	291,868	26,661	105,567	-	1,229,412	1,264,008
Recovery Friendly Workplace	-	323,134	-	-	-	100,504	-	49,479	679,405	-	1,152,522	583,605
211 New Hampshire	-	520,997	-	128,428	6,267	1,168	-	2,410	186,005	-	845,275	1,107,518
Home for All	-	96,023	2,425	-	-	-	291,968	-	15,808	-	406,224	114,567
Whole Village Family Resource Center	-	74,943	73,311	10,240	-	-	117,335	403	74,358	31,897	382,487	447,583
Department of Justice	-	59,380	-	-	-	-	273,221	-	8,291	-	340,892	538,818
Work United Program	-	158,002	-	-	-	-	-	63,403	-	-	221,405	193,493
ARPA - Support for Grieving Children	181,174	-	-	-	-	-	-	-	-	-	181,174	258,818
Volunteer Income Tax Assistance	-	115,095	-	-	-	-	17,304	-	24,115	-	156,514	171,670
Literacy	-	-	-	-	-	-	-	-	36,462	-	36,462	96,293
NH Camps COVID testing	-	-	-	-	-	-	-	-	-	-	-	3,408,777
Other program services	321,090	1,959,441	191,218	128,789	101,248	83,293	610,396	45,941	218,272	72,262	3,731,950	3,037,393
<i>Total program services</i>	<i>4,404,479</i>	<i>4,403,530</i>	<i>281,748</i>	<i>289,333</i>	<i>107,515</i>	<i>191,775</i>	<i>1,900,293</i>	<i>253,990</i>	<i>1,592,644</i>	<i>104,159</i>	<i>13,529,466</i>	<i>13,659,882</i>
Supporting Services												
Management and general	-	280,386	27,371	18,435	14,493	-	47,746	6,576	28,341	10,344	433,692	539,397
Fundraising	-	203,207	19,837	13,361	10,503	124,940	1,733	4,766	9,812	7,497	395,656	440,247
<i>Total supporting services</i>	<i>-</i>	<i>483,593</i>	<i>47,208</i>	<i>31,796</i>	<i>24,996</i>	<i>124,940</i>	<i>49,479</i>	<i>11,342</i>	<i>38,153</i>	<i>17,841</i>	<i>829,348</i>	<i>979,644</i>
<i>Total functional expenses</i>	<i>\$ 4,404,479</i>	<i>\$ 4,887,123</i>	<i>\$ 328,956</i>	<i>\$ 321,129</i>	<i>\$ 132,511</i>	<i>\$ 316,715</i>	<i>\$ 1,949,772</i>	<i>\$ 265,332</i>	<i>\$ 1,630,797</i>	<i>\$ 122,000</i>	<i>\$ 14,358,814</i>	<i>\$ 14,639,526</i>

See Notes to Financial Statements.

GRANITE UNITED WAY

STATEMENTS OF CASH FLOWS
Years Ended June 30, 2023 and 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from donors	\$ 7,726,692	\$ 9,611,551
Cash received from grantors	4,285,526	9,038,682
Administrative fees	81,229	64,677
Other cash received	58,616	141,568
Cash received from trusts	131,695	156,821
Designations paid	(1,119,939)	(1,245,598)
Cash (paid) received for funds held for others	(2,805)	2,473
Cash paid to agencies	(1,553,805)	(1,298,739)
Cash paid to partners and vendors	(12,354,276)	(12,992,806)
<i>Net cash provided by (used in) operating activities</i>	(2,747,067)	3,478,629
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(79,883)	(113,314)
Purchases of investments	(15,154)	(576,549)
Proceeds from sale of investments	10,466	-
<i>Net cash used in investing activities</i>	(84,571)	(689,863)
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments of long-term debt	(15,253)	(14,391)
<i>Net increase (decrease) in cash</i>	(2,846,891)	2,774,375
Cash, beginning of year	3,695,478	921,103
<i>Cash, end of year</i>	\$ 848,587	\$ 3,695,478

SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION

Cash payments for:		
Interest expense	\$ 6,897	\$ 8,071

SUPPLEMENTAL DISCLOSURE OF NON CASH INVESTING ACTIVITIES

Inherent contribution of investments	\$ -	\$ 861,057
--------------------------------------	------	------------

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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,	2023	2022
Community Impact Awards to partner agencies	\$ 1,665,801	\$ 1,378,246
Donor designated gifts to Health and Human Service agencies	887,939	1,544,281
Granite United Way Program services	11,863,665	12,281,636
<i>Total</i>	<u>\$ 14,417,405</u>	<u>\$ 15,204,163</u>

During the prior 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.

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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 the 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, 2023 and 2022.

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 \$12,495 and \$11,747 for endowment at June 30, 2023 and 2022, 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 stipulation 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 \$301,180 and \$280,293 for the campaign periods ended June 30, 2023 and 2022, respectively. The provision for uncollectible pledges was calculated at 4.5% of the total pledges for both of the years ended June 30, 2023 and 2022.

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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, 2023.

Functional allocation of expenses: The statement of functional expenses presents 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 programs 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, 2023, the United Way does not consider itself to have any significant concentrations of credit risk with respect to contributions receivable.

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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, 2023, there was approximately \$205,000 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 2020.

Leases: In February 2016, the Financial Accounting Standards Board (FASB) issued guidance (Accounting Standards Codification [ASC] 842, Leases) to increase transparency and comparability among organizations by requiring the recognition of right-of-use (ROU) assets and lease liabilities on the statement of financial position. Most prominent among the changes in the standard is the recognition of ROU assets and lease liabilities by lessees for those leases classified as operating leases.

The Organization has adopted the standard effective July 1, 2022, and recognized and measured leases existing at, or entered into after, July 1, 2022 (the beginning of the period of adoption) through a cumulative effect adjustment, with certain practical expedients available. Leases disclosures for the year ended June 30, 2022 are made under prior lease guidance in FASB ASC 840.

The Organization includes lease extension and termination options in the lease term if, after considering relevant economic factors, it is reasonably certain the Organization will exercise the option. In addition, the Organization has elected to account for any non-lease components in its real estate leases as part of the associated lease component. The Organization has also elected not to recognize leases with original lease terms of 12 months or less (short-term leases) on the Organization's statement of financial position.

For leases with a lease term greater than one year, the Organization recognizes a lease asset for its right to use the underlying leased asset and a lease liability for the corresponding lease obligation. The Organization determines whether an arrangement is or contains a lease at contract inception. Operating lease right-of-use assets and operating lease liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. In determining the present value of lease payments, the Organization uses its incremental borrowing rate for a period comparable with that of the lease term. The Organization considers the lease term to be the noncancelable period that it has the right to use the underlying asset, including all periods covered by an option to (1) extend the lease if the Organization is reasonably certain to exercise the option, (2) terminate the lease if the Organization is reasonably certain not to exercise that option, and (3) extend, or not to terminate, the lease in which exercise of the option is controlled by the lessor.

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

The operating lease right-of-use assets also include any lease payments made and exclude lease incentives received or receivable. Lease expense is recognized on a straight-line basis over the expected lease term. Variable lease expenses are recorded when incurred.

The Organization elected the package of practical expedients permitted under the transition guidance within the new standard, which among other things, allowed it to carry forward the historical lease classification.

Change in accounting principle: On July 1, 2022, the Organization adopted ASU 2016-02 "Leases (Topic 842)" and subsequent amendments thereto, which requires the Organization to recognize most leases on the statement of financial position. Adopting the leasing standard resulted in the recognition of operating right-of-use assets of \$544,416, and operating lease liabilities of \$544,416 as of July 1, 2022. These amounts were determined based on the present value of remaining lease payments, discounted using the Organization's incremental borrowing rate as of the date of adoption. There was no material impact to the timing of expense or income recognition in the Organization's statements of activities. Prior periods were not restated and continue to be presented under legacy GAAP. Disclosures about the Organization's leasing activities are presented in Note 12 - Leases.

Note 3. Fair Value Measurements

The Fair Value Measurements Topic of the FASB Accounting Standards Codification (FASB ASC 820-10) establishes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to measurements involving significant unobservable inputs (Level 3 measurements).

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

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

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Financial assets carried at fair value on a recurring basis consist of the following at June 30, 2023:

	Level 1	Level 2	Level 3
Money market funds	\$ 39,703	\$ 153,577	\$ -
Mutual funds:			
Domestic equity	79,727	-	-
Fixed income	215,000	-	-
Other	15,422	-	-
Fixed income funds	649,937	-	-
Corporate bonds	-	133,718	-
Beneficial interest in assets held by others	-	-	2,689,430
<i>Total</i>	<u>\$ 999,789</u>	<u>\$ 287,295</u>	<u>\$ 2,689,430</u>

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
<i>Total</i>	<u>\$ 999,245</u>	<u>\$ 310,561</u>	<u>\$ 2,667,867</u>

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

The beneficial interest in assets held by others is valued using the income approach. The value is determined by calculating the present value of future distributions expected to be received, which approximates the value of the trust's assets at June 30, 2023 and 2022.

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

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Note 4. Property and Equipment

Property and equipment, at cost, at June 30,	2023	2022
Land, buildings and building improvements	\$ 1,479,446	\$ 1,440,636
Leasehold improvements	5,061	5,061
Furniture and equipment	294,244	484,117
<i>Total property and equipment</i>	<u>1,778,751</u>	<u>1,929,814</u>
Less accumulated depreciation	(637,940)	(746,886)
<i>Total property and equipment, net</i>	<u>\$ 1,140,811</u>	<u>\$ 1,182,928</u>

Note 5. Endowment Funds Held by Others

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

In accordance with its spending policy, the Foundation may make distributions from the funds to the United Way. The 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 \$100,253 and \$123,241 from the agency endowed funds during the years ended June 30, 2023 and 2022, 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 \$31,442 and \$33,580 from the designated funds during the years ended June 30, 2023 and 2022, respectively. The market value of these fund's assets amounted to approximately \$806,000 and \$801,000 at June 30, 2023 and 2022, respectively.

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Note 6. Long-term Debt and Line of Credit

Long-term debt at June 30,	2023	2022
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, 2023). 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.	\$ 157,014	\$ 172,267
Less portion payable within one year	15,756	15,016
<i>Total long-term debt</i>	<u>\$ 141,258</u>	<u>\$ 157,251</u>

The scheduled maturities of long-term debt at June 30, 2023 were as follows:

Year Ending June 30,		
2024	\$	15,756
2025		16,532
2026		17,347
2027		18,202
2028		19,099
Thereafter		70,078
<i>Total</i>	<u>\$</u>	<u>157,014</u>

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

The United Way has a revolving line-of-credit with Citizen's Bank with a maximum borrowing limit of \$250,000. The line-of-credit is subject to annual review and renewal. The line-of-credit agreement bears interest equal to the Wall Street Journal prime rate plus 0.25% (8.50% as of June 30, 2023) and is secured by all assets of the United Way. At June 30, 2023 and 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,	2023	2022
Work United Loan Default Program	\$ 5,695	\$ 6,471
Concord Multicultural Festival	2,257	4,286
Get Moving Manchester	1,140	1,140
Better Together Lakes Region	245	245
<i>Total</i>	<u>\$ 9,337</u>	<u>\$ 12,142</u>

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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, 2023 and 2022.

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.

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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, 2023 is as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment	\$ 12,495	\$ -	\$ 12,495
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	-	91,169	91,169
<i>Total funds</i>	<u>\$ 12,495</u>	<u>\$ 233,821</u>	<u>\$ 246,316</u>

Changes in the endowment net assets as of June 30, 2023 are as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, June 30, 2022	\$ 11,747	\$ 223,395	\$ 235,142
Investment return, net	748	10,426	11,174
Endowment net assets, June 30, 2023	<u>\$ 12,495</u>	<u>\$ 233,821</u>	<u>\$ 246,316</u>

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
	<u>\$ 11,747</u>	<u>\$ 223,395</u>	<u>\$ 235,142</u>

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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	<u>\$ 11,747</u>	<u>\$ 223,395</u>	<u>\$ 235,142</u>

Note 9. Net Assets with Donor Restrictions

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

June 30,	2023	2022
Subject to expenditure for specified time period:		
Contributions receivable related to campaigns	\$ 3,080,173	\$ 1,927,694
Designations payable to other agencies and United Ways	(299,669)	(414,434)
	<u>2,780,504</u>	<u>1,513,260</u>
Subject to expenditure for specified purpose:		
Public Health Network services	334,284	395,399
Manchester Proud	303,577	677,582
Preschool Development	296,364	1,155,066
Mark Stebbins Community Center	263,267	231,392
Leader in Me	128,314	193,988
Literacy Program	58,000	28,871
Ukraine Relief Funds	-	98,809
Work United	-	62,854
Other programs	6,406	87,495
	<u>1,390,212</u>	<u>2,931,456</u>
Endowments subject to the United Way's spending policy and appropriation:		
Investments in perpetuity (original of \$142,652), which once appropriated, is expendable to support:		
General Operations	92,388	88,269
Youth Programs	28,179	26,922
Whole Village Resource Center	113,254	108,204
	<u>233,821</u>	<u>223,395</u>
Beneficial interest in assets held by others:		
Agency endowed funds at the New Hampshire Charitable Foundation	2,689,430	2,667,867
	<u>2,689,430</u>	<u>2,667,867</u>
<i>Total net assets with donor restrictions</i>	<u>\$ 7,093,967</u>	<u>\$ 7,335,978</u>

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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,	2023	2022
Cash	\$ 848,587	\$ 3,695,478
Investments	1,192,589	1,186,585
Contributions receivable, net	3,414,457	2,055,943
Beneficial interest in trust	2,689,430	2,667,867
Accounts and rent receivable	87,559	36,884
<i>Total financial assets available</i>	8,232,622	9,642,757
Less amounts unavailable for general expenditures within one year, due to:		
Restricted by donors with time or purpose restrictions		(338,791)
Subject to appropriation and satisfaction or donor restrictions	(233,821)	(223,395)
Agency endowed funds at the NH Charitable Foundation	(2,689,430)	(2,667,867)
<i>Total amounts unavailable for general expenditure within one year</i>	(2,923,251)	(3,230,053)
Amounts unavailable to management without Board's approval:		
Board designated endowment	(12,495)	(11,747)
<i>Total financial assets available to management for general expenditure within one year</i>	\$ 5,296,876	\$ 6,400,957

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, 2023 and 2022, the United Way contributed \$133,127 and \$115,852, respectively to employees participating in the plan.

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

Note 12. Leases

The Organization has adopted Accounting Standards Codification [ASC] 842, Leases. Refer to Note 2 for all policy elections related to leases.

The Organization has the following operating lease arrangements:

During a prior 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 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 1, 2021 through June 30, 2026 for office space in Manchester, New Hampshire. The lease required monthly payments of \$3,300 through June 30, 2026.

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 office space in Lebanon, New Hampshire. The lease requires monthly payments of \$1,708 through August 31, 2023. The rent will increase each year depending on the consumer price index. The lease requires payments for common costs. These costs are included in the variable costs and are expensed when incurred. There is an option to extend the lease for 5 years at the end of the lease term, for which management has determined they are not reasonably certain to exercise.

During a prior 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 office space in Portsmouth, New Hampshire. The lease requires monthly payments of \$4,473 through March 31, 2024.

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 office space in Concord, New Hampshire. The lease contained an option to extend the lease for 2 years through August 31, 2023 which was exercised. The lease extension requires monthly payments of \$3,869 through the lease term.

The United Way leases multiple copier machines under the terms of operating lease agreements. The monthly lease payments amount to approximately \$1,200. The leases expire on various dates through October 26, 2027.

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

In Plymouth New Hampshire, the United Way rents space in a building, which they own and occupy to ten non-affiliated, non-profit organizations. Termination of the lease is generally prohibited unless there is a violation under the lease agreement. There are no options to extend. The monthly lease payments range from \$75 to \$1,995 per month. For the years ended June 30, 2023 and 2022, the rental income amounted to \$100,681 and \$98,131, respectively.

June 30,	2023
Lease expense	
Operating lease expense	\$ 195,425
Other Information	
Cash paid for amounts included in the measurement of lease liabilities	
Operating cash flows from operating leases	\$ 190,989
ROU assets obtained in exchange for new operating lease liabilities	\$ 585,640
Weighted-average remaining lease term in years for operating leases	3.32
Weighted-average discount rate for operating leases	4.11%
Rental income from operating lease payments	\$ 100,681

At June 30, 2023, the future minimum lease payments under non-cancellable leases are as follows:

2024	\$ 138,797
2025	129,788
2026	121,060
2027	51,240
2028	2,250
<i>Total undiscounted cash flows</i>	<u>443,135</u>
Less: present value discount	(28,369)
<i>Total lease liabilities</i>	<u>\$ 414,766</u>

Note 13. Contributed Nonfinancial Assets

For the years ended June 30, 2023 and 2022, contributed nonfinancial assets recognized within the statement of activities and changes in net assets included:

June 30,	2023	2022
Day of Caring	\$ 1,598	\$ 1,074
Prizes	-	225
Services	14,800	9,000
Office Space	24,000	24,000
Ukraine Relief	-	436,767
<i>Total</i>	<u>\$ 40,398</u>	<u>\$ 471,066</u>

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

GRANITE UNITED WAY

NOTES TO FINANCIAL STATEMENTS

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.

Day of Caring contributions and contributed prizes are restricted for certain events. The estimated fair value is based on market rates for the items provided.

Contributed services consist of audit and consulting 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.

Note 14. 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 \$119,582 and \$96,466 for the years ended June 30, 2023 and 2022, respectively.

Note 15. Subsequent Events

The United Way has evaluated subsequent events through March 7, 2024, 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, 2023.

GRANITE UNITED WAY

**SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
MERRIMACK COUNTY REGION
Year Ended June 30, 2023**

	Community Impact Awards
Merrimack Valley Day Care Services	\$ 37,500
Riverbend Community Mental Health	19,300
Blueberry Express Day Care	16,500
Pittsfield Youth Workshop	16,500
HealthFirst Family Care Center (FQHC)	14,300
Crisis Center of Central New Hampshire	13,750
Concord Coalition to End Homelessness	13,750
The Friendly Kitchen	12,500
The Friends Program, Inc.	12,375
Overcomers Refugee Services	11,400
Second Start	11,000
Family Promise of Greater Concord	10,000
Project S.T.O.R.Y	10,000
CATCH Neighborhood Housing	5,000
NH JAG - New Hampshire Jobs	5,000
New Hampshire Harm Reduction Coalition	5,000
Waypoint NH	4,500
Boys & Girls Clubs of Central	3,750
Media Power Youth	3,000
The Granite YMCA--	2,750
The Mayhew Program	2,500
CASA of NH	2,500
Girls, Inc, of New Hampshire	1,875
Circle Program	1,500
	<u>\$ 236,250</u>
	Emerging Opportunity Grants
Pear Associates, LLC	\$ 3,185
Upreach Therapeutic Riding Center	15,000
	<u>\$ 18,185</u>

GRANITE UNITED WAY

**SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
NORTH COUNTRY REGION
Year Ended June 30, 2023**

	Community Impact Awards
Grafton County Senior Citizens Council	\$ 15,000
The Bridge Project	12,500
Boys & Girls Club of the North Country	10,000
Copper Cannon Camp	7,650
The Bridge Outreach Center	5,000
North Country Pride	5,000
WREN	5,000
New Hampshire Legal Assistance	2,250
Family Resource Center at Gorham	1,500
NH Jag - New Hampshire Jobs for America's Graduates	1,250
CASA of NH	1,000
	<u>\$ 66,150</u>

GRANITE UNITED WAY

**SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS**

UPPER VALLEY REGION

Year Ended June 30, 2023

	Community Impact Awards
Upper Valley Haven	\$ 17,500
The Family Place, Inc.	15,000
Visions for Creative Housing Solutions	15,000
Visiting Nurse Association & Hospice	14,420
SEVCA - Southeastern VT Community Action	14,000
HIV/HCV Resource Center	10,773
Upper Valley Snow Sports Foundation	10,000
COVER Home Repair	10,000
Second Wind Foundation	9,250
Finding Our Stride	8,750
Special Needs Support Center	7,500
Children's Center of the Upper Valley	6,348
TLC Family Resource Center	6,250
Willing Hands Enterprises	6,200
WISE	6,000
Valley Court Diversion Programs	5,250
Spark! Community Center	5,000

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, 2023**

	Community Impact Awards (Continued)
Waypoint NH	\$ 5,000
West Central Behavioral Health	5,000
Turning Point Recovery Center	5,000
Friends of Veterans	5,000
Aging in Hartland Inc.	5,000
Safe Spaces Inc.	5,000
UVGEAR	4,509
New Hampshire Legal Assistance	4,500
Twin Pines Housing Trust	4,000
Upper Valley Habitat for Humanity	3,750
Grafton County Senior Citizens Council	3,750
The Mayhew Program	2,500
CASA of NH	2,500
Zack's Place Enrichment Center	2,500
Dismas of Vermont	2,500
Safeline, Inc.	2,500
Disability Rights Center - NH	1,750
Reach Out and Read	1,750
Tri-Valley Transit	1,500
Copper Cannon Camp	1,000
	<u>\$ 236,250</u>

GRANITE UNITED WAY

**SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
SOUTHERN REGION
Year Ended June 30, 2023**

	Community Impact Awards
Boys & Girls Club of Manchester	\$ 47,500
Amoskeag Health	25,000
Manchester Police Athletic League	15,000
Manchester Proud	3,333
Media Power Youth	10,000
Girls Inc. of New Hampshire	10,000
The Mental Health Center of Greater Manchester	10,000
Upreach Therapeutic Riding Center	7,500
New Hampshire Legal Assistance	20,000
Manchester Community Music School	4,000
University System of New Hampshire	20,500
New Neighbor Connections	10,000
Victory Women of Vision	7,500
Building Community in New Hampshire	5,000
Safari Youth Club	5,000
Diversity Workforce Coalition	5,000
Manchester Community Action Coalition	2,500
The Upper Room, Family Resource	30,000
YWCA of New Hampshire	22,500
St. Joseph Community Services, Inc.	19,690

GRANITE UNITED WAY

**SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
SOUTHERN REGION
Year Ended June 30, 2023**

	Community Impact Awards (Continued)
Rockingham Nutrition and Meals on Wheels Program	\$ 19,690
The Granite YMCA - Youth Enrichment Program	18,750
The Granite YMCA	16,500
City Year New Hampshire	15,000
Easterseals NH, Inc.	12,750
Plaistow Community YMCA	12,750
Waypoint NH	12,500
Manchester Community Resource Center	12,500
Families in Transition	10,000
Friends of Aine	10,000
International Institute of New England	7,500
Daniel Webster Council, BSA	5,000
The Mayhew Program	5,000
Community Caregivers of Greater Derry	5,000
CASA of NH	5,000
Disability Rights Center - NH	5,000
Granite State Children's Alliance	5,000
Girls at Work, Inc	5,000
SEE Science Center	3,620
Copper Cannon Camp	2,500
Organization for Refugee & Immigrant Success	2,500
Reach Out and Read	2,500
	<u>\$ 474,083</u>

GRANITE UNITED WAY

**SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
NORTHERN REGION
Year Ended June 30, 2023**

	Community Impact Awards
Harvest Christian Fellowship	\$ 10,000
Tri-County Community Action Program, Inc	3,500
Copper Cannon Camp	3,000
New Hampshire Legal Assistance	2,500
Northern Human Services	2,500
North Conway Community Center	2,000
Believe In Books Literacy Foundation	2,000
Mount Washington Valley Adult Day Center	1,600
Family Resource Center at Gorham	1,500
Spartan Learning Commons	1,500
NH Jag - New Hampshire Jobs for America's Graduates	1,500
Way Station	1,500
White Mountains Pride	500
	<u>\$ 33,600</u>
	Emerging Opportunity Grants
Boys and Girls Club of Central New Hampshire	<u>\$ 15,000</u>

GRANITE UNITED WAY

**SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
CENTRAL REGION
Year Ended June 30, 2023**

	Community Impact Awards
Mid-State Health Center	\$ 15,232
Lakes Region Community Developers	15,232
Boys & Girls Clubs of Central	11,366
Lakes Region Mental Health Center, Inc	8,867
Plymouth Area Recovery Connection	7,367
Kingswood Youth Center	7,367
Lakes Region Community Services	6,367
New Hampshire Legal Assistance	6,367
Grafton County Senior Citizens Council	5,867
Youth Success Project	5,000
The Bearcamp Center for Sustainable Community	5,000
Big Brothers Big Sisters of NH	4,367
CASA of NH	3,867
Granite State Children's Alliance	3,867
New Beginnings Without Violence	3,867
Pemi Youth Center	3,750
Circle Program	3,000
The Mayhew Program	2,500
Disability Rights Center - NH	1,500
	<u>\$ 120,750</u>

GRANITE UNITED WAY

**SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
GREATER SEACOAST REGION
Year Ended June 30, 2023**

	Community Impact Awards
Dover Coalition for Youth	\$ 40,000
Community Action Partnership	30,000
Early Learning New Hampshire	20,000
Greater Seacoast Community Health	20,000
My Friend's Place	15,000
Seacoast Family Promise	15,000
HAVEN Violence Prevention and Support	15,000
Austin17House	15,000
Homeless Center for Strafford County	15,000
New Hampshire Legal Assistance	15,000
Little Blessings Child Care	10,000
Seacoast Community School	10,000
Kingston Children's Center	10,000
The Granite YMCA	10,000
New Generation Inc.	10,000
Cross Roads House - Portsmouth	10,000
SHARE Fund	10,000
Fair Tide	10,000
Waypoint NH	10,000
Gather: For A Hunger Free Community	10,000

GRANITE UNITED WAY

**SUPPLEMENTARY SCHEDULE OF COMMUNITY IMPACT AWARDS TO QUALIFIED
PARTNER AGENCIES AND EMERGING OPPORTUNITY GRANTS
GREATER SEACOAST REGION
Year Ended June 30, 2023**

	Community Impact Awards (Continued)
The Birchtree Center	\$ 10,000
Womensaid of Greater Portsmouth	10,000
Racial Unity Team	10,000
Dover Coalition for Youth	8,600
Seacoast Mental Health Center Inc.	7,500
CASA of NH	5,000
Society of St. Vincent de Paul	5,000
Black Lives Matter Seacoast	5,000
Seacoast Outright	5,000
Reach Out and Read	2,500
	<u>\$ 368,600</u>
	Emerging Opportunity Grants
Greater Seacoast Community Health	\$ 13,000
The Granite YMCA	33,333
	<u>\$ 46,333</u>



Granite United Way

LIVE UNITED

Board of Directors 2024-2025

Joseph Bator, *Chair*

TD Bank, Regional Vice President

Josephine Moran, *Vice Chair*

Ledyard Financial Group, Inc.

Dr. Chuck Lloyd, *Immediate Past Chair*

Community College System of NH, Vice Chancellor

Doug DeLara, *Treasurer*

Baker Newman Noyes, Senior Manager

William Keena, *Secretary*

AmeriHealth Caritas New Hampshire

Kathy Bizarro-Thunberg, *Audit Chair*

New Hampshire Hospital Association, Executive Vice President

Kyle Barry

NextEra Energy Seabrook Station

Stephen Brooks

Littleton Coin Company

Robert Coates

Eversource

Paul DeBassio

Retired/ United Way Network

Chris Emond

Boys & Girls Club of Central NH, Executive Director

Doug Foley

Eversource, President

Colby Gamester, *GSR CIC Chair*

Gamester Law Office, Owner & Attorney

James Harris

Sheehan Phinney

Dr. Pamela Hofley

Dartmouth Hitchcock

John Hughes

McLane Middleton, Director, Trusts & Estates Department

Diana Johnson

Merrimack County Savings Bank, Vice President Marketing Officer

graniteuw.org



LIVE UNITED

Granite United Way

Christina Lachance

University of New Hampshire, NH Council for Thriving Children, Director

Roxanne Makris

Lincoln Financial Group

Stacia Maloney

Pike Industries

Herschel Nachlis

Dartmouth College

Maura Palmer, Governance Chair

Salem School District

Randy Perkins

Eversource, Senior Account Executive (Retired)

Dr. Daisy Pierce

Navigating Recovery of the Lakes Region

Kelli Riggs, Marketing Chair

Comcast

Betsey Rhynhart, MC CIC Chair / DEI Chair

Concord Hospital, Vice President of Population Health

Justin Slattery, CR CIC Chair

Belknap Economic Development Council, Executive Director

Tim Soucy, SR CIC Chair

Catholic Medical Center, Senior Executive Director of Community Health & Mission

Rusty Talbot, NC CIC Chair

North Country Climbing Center, CEO

Nick Toumpas, Strategic Impact Chair

Department of Health and Human Services, Commissioner (Retired)

Patrick Tufts, MSW

Granite United Way

graniteuw.org

Central Region | Greater Seacoast Region | Merrimack County | North Country | Northern Region | Southern Region | Upper Valley



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 Impact Officer

Accomplishments:

- Leads the Granite United Way impact Department, 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

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

Stephanie Turek

Competencies

- Strategic and creative professional with a strong history of solving problems and establishing relationships
- Proven consensus builder with success working with large and small groups of diverse stakeholders including: corporate and legislative leaders, board members, physicians, educators, students, staff, volunteers, and individuals
- Energetic team leader skilled at completing projects within budget and established time frames

Professional Experience

Granite United Way, Manchester, NH

ASSIST VICE PRESIDENT, COORDINATED SERVICES, 2022

Responsible for the oversight and development of Coordinated Services to enhance and improve the efficiency, outcomes, and coordination of services among multiple diverse internal and external systems. Oversight includes Early Childhood Initiatives, 211NH, Whole Village Family Resource Center, and Justice Initiatives. Focus includes developing processes for data sharing, ensuring consistent high quality program delivery, and improving collaboration among key stakeholders and partners.

Frisbie Memorial Hospital, Rochester, NH

112-bed HCA hospital serving the Greater Seacoast of NH and ME

INTERIM DIRECTOR, CENTER FOR CANCER CARE, 2020-2021

Responsible for planning, implementing, and managing operations of outpatient Oncology/Hematology Services through ownership transition. Worked with healthcare team and administration to analyze needs and implement strategy to improve processes and patient care. Closely monitored staffing, volumes, and expenses. Supervised and coached clinical and nonclinical staff. Coordinated merger of two departments. Developed and documented internal processes.

EXECUTIVE DIRECTOR, FUND DEVELOPMENT, 2017-2020

Worked with organizational leaders to identify priorities and develop and initiate programs to meet strategic goals. Experience included project development and implementation, creation and measurement of project outcomes, team development, reporting, compliance, communication, and budget management. Worked with finance to improve financial controls and procedures. Collaborated with president and leadership on special initiatives and community relations and served as internal resource. Represented hospital leadership to internal and external audiences. Supervised Department of Volunteers and Gift Shop.

Key accomplishments:

- Increased revenue of signature event by 18% in first year
- Facilitated establishment of multi-million dollar fund with proceeds from the sale of the hospital
- Administered comprehensive redeployment of hospital staff during initial COVID 19 response

Crotched Mountain Foundation, Greenfield, NH

Human service agency anchored by a 105-student school and 62-bed hospital and outpatient clinics serving adults and children with disabilities

MANAGER, CORPORATE & FOUNDATION RELATIONS, 2013-2017

Worked with leadership, staff, and participants to establish and support program goals. Identified opportunities for program improvement to increase resource prospects. Experience included project management, measurement of project outcomes, award negotiations, donor engagement, and budget management.

Key accomplishments:

- Met grant income goal of \$350,000+ through organizational leadership changes
- Coordinated multidisciplinary teams to develop and revise clinical and educational programs
- Implemented process changes to improve operational efficiencies and transparency

CARE NEW ENGLAND HEALTH SYSTEM (includes Butler and Kent Hospitals)

Butler Hospital, Providence, RI

148-bed nonprofit psychiatric hospital and academic research center affiliated with Brown University

SENIOR PHILANTHROPY OFFICER, 2008-2013

Responsible for the research, cultivation, solicitation, and stewardship of individuals, corporations, foundations, and public funds to support mental health care initiatives. Established formal grant seeking process. Initiated outreach to local and federal legislators for policy support and resource opportunities. Assisted with event coordination.

Key accomplishments:

- Created process to seek funding on system-wide level (3 hospitals and one health agency)
- Developed and implemented comprehensive strategy to secure first federal appropriation (\$200,000)
- Developed campaign to educate how the capacity of psychiatric hospital was critical to the state's hospital emergency system

Kent Hospital, Warwick RI

359-bed nonprofit community hospital

PHILANTHROPY OFFICER, GRANTS PROGRAM, 2004 - 2008

Responsible for budget development, research, proposal writing, creation of and adherence to submission schedule, negotiation of award, budget and compliance, and all reporting. Coordinated with staff, leadership, and community stakeholders to identify opportunities and develop fundable projects/programs. Initiated relationships with public officials for policy and financial support. Met all established fundraising goals; exceeded FY07 goal of \$700,000 by more than 20%.

Education

MASTER OF ARTS Candidate, SOCIAL AND PUBLIC POLICY

Duquesne University, Pittsburgh, PA (coursework complete; thesis not presented)

BACHELOR OF ARTS, POLITICAL SCIENCE

Duquesne University, Pittsburgh, PA

GRADUATE, BUTLER HOSPITAL LEADERSHIP PROGRAM

(10-month intensive program requiring nomination, program acceptance, leadership endorsement, and final project presentation)

Heather Pacheco



Experience

Granite United Way – Manchester, NH

2-1-1 NH - Director

September 2024 – Present

- Oversee 211 operations, ensuring 24/7 service delivery, compliance, and service quality.
- Supervise staff, including the Assistant Director and Resource Database team, promoting collaboration and accountability.
- Develop and implement strategies to enhance quality, efficiency, and service delivery.

2-1-1 NH - Assistant Director & Resource Database Manager

January 2022 – September 2024

- Managed daily call center operations with a focus on quality assurance and compliance.
- Led updates and maintenance of the 2-1-1 resource database for internal and external users.
- Collaborated with teams to streamline processes and improve service delivery.

2-1-1 NH - Senior Information and Referral Specialist

July 2021 – January 2022

- Supported daily operations to ensure smooth service delivery.
- Supervised and trained a team of Information & Referral Specialists, ensuring high service standards.
- Monitored service quality and ensured adherence to operational procedures.

2-1-1 NH - Information and Referral Specialist

August 2020 – July 2021

- Provided tailored information and referrals to meet callers' needs.
- Supported operations at the State of NH COVID call centers, ensuring efficient workflow and effective support.
- Managed high-volume of calls during COVID-19 response, maintaining quality and accuracy of fast changing information.

UnitedHealth Group – Hooksett, NH

Senior Customer Service Representative

July 2019 – August 2020

- Delivered exceptional customer service, resolving issues on first contact.
- Processed enrollments, terminations, and renewals, ensuring accuracy and compliance.
- Provided clear information on benefits, claims, health plans, and billing.

Families in Transition-New Horizons – Manchester, NH

Office Administrator

October 2012 – April 2019

- Managed front-office operations, including visitor direction and phone systems.
- Oversaw data entry, statistical reporting, and inventory management.
- Coordinated community service applicants and volunteers, ensuring efficient program operations.

Education & Skills

New Hampshire Technical Institute

Associate in Business Studies

Expected 2025

MS Office Applications

Fluent Portuguese

NH Department of Health and Human Services

KEY PERSONNEL

List those primarily responsible for meeting the terms and conditions of the agreement.

Job descriptions not required for vacant positions.

Contractor Name: Granite United Way

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Shannon Swett	Chief Impact Officer	\$0.00	\$133,423.00
Stephanie Turek	Senior VP of Impact	\$0.00	\$102,000.00
Heather Pacheco	211 NH Director	\$22,500.00	\$75,000.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00



Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

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

April 10, 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** contract with Granite United Way (VC#160015), Manchester, NH, in an amount not to exceed \$450,000, to operate a twenty-four (24) hour homeless hotline through 211, NH, with the option to renew for up to two additional years, effective July 1, 2023, or upon Governor and Council approval, whichever is later, through June 30, 2025. 100% General Funds.

Funds are anticipated to be available in the following account for State Fiscal Years 2024 and 2025, 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.

05-95-42-423010-79270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: HUMAN SERVICES, HOMELESS & HOUSING, HOUSING - SHELTER PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for Prog Svc	42307020	\$200,000
2025	102-500731	Contracts for Prog Svc	42307020	\$200,000
			Subtotal	\$400,000

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 Page 2 of 3

**05-95-92-922010-41170000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
 DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH
 PROGRAM SUPPORT**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for Prog Svc	42307020	\$25,000
2025	102-500731	Contracts for Prog Svc	42307020	\$25,000
			Subtotal	\$50,000
			Total	\$450,000

EXPLANATION

This request is **Sole Source** because the Contractor is the only Contractor able to provide the necessary services, because they are the only entity in New Hampshire to provide a twenty-four (24) hour telephone intervention, information, and referral service hotline to homeless persons, persons at risk of homelessness, or any caller seeking information about available homeless services in New Hampshire.

The purpose of this request is to provide a homeless services hotline, in order to offer information and referral services to individuals and/or families who are seeking homelessness resources. Information and Referral Specialists will conduct an initial homelessness Prevention and Diversion Tool with callers who are experiencing homelessness or who are at risk of homelessness, which will determine the appropriate immediate response. The I&R Specialists will then make a referral for the caller to the appropriate Regional Access Point (RAP) for services. The Homeless Hotline will provide after-hours information and referrals to individuals experiencing homelessness in order to assist the households with finding an emergency shelter option.

Approximately 10,000 individuals will be served during State Fiscal Years 2024 and 2025.

During normal business hours, which are Monday through Friday from 8 a.m. to 7 p.m., the Contractor will conduct brief assessments of need and provide immediate referrals to appropriate housing services. During non-business hours, on-call operators will take calls for emergency shelter. All other callers with non-urgent needs are called back by the end of the next business day. In the case of an emergency shelter need, the on-call operator locates a shelter bed and arranges transportation to the shelter. If there are no shelter beds available, 211 NH arranges an emergency hotel stay for the individual and/or family until the next business day.

The following performance measures will be used to measure the Contractor's performance:

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

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

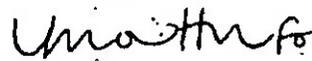
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Section 1, Subsection 1.2, Paragraph 3, Subparagraph 3.3 of the attached agreement, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

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

Area served: Statewide.

Source of Funds: 100% General Funds.

Respectfully submitted,



Lori A. Weaver
Interim Commissioner

Subject: SS-2024-DBH-03-HOMEL-01 Homeless Hotline

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 22 Concord St, 2 nd Floor PO Box 211 Manchester, NH 03105	
1.5 Contractor Phone Number 603-625-6939	1.6 Account Number 05-95-42-423010-79270000 05-95-92-922010-41170000	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$450,000
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Patrick Tufts	4/12/2023 Date:	1.12 Name and Title of Contractor Signatory Patrick Tufts President	
1.13 State Agency Signature DocuSigned by: Katja S. Fox	4/18/2023 Date:	1.14 Name and Title of State Agency Signatory Katja S. 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: <u>Robert Gunnino</u> On: 4/18/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials PT
Date 4/12/2023

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.

Contractor Initials DS
PT
Date 4/12/2023

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

Contractor Initials

Date 4/12/2023

PT

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.

**New Hampshire Department of Health and Human Services
Homeless Hotline**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2023, or upon Governor and Council approval, whichever is later ("Effective Date").

1.2. 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 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.

1.3. 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 if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. 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.

PT

**New Hampshire Department of Health and Human Services
Homeless Hotline**

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must operate a Homeless Hotline through 211 NH, twenty-four (24) hours a day, seven (7) days a week, to provide information and referral services to individuals who are homeless or at risk of homelessness, and to any other caller seeking information about available homeless services in New Hampshire. Services must include, but not be limited to:

- 1.1.1. Ensuring all calls received are answered by a properly trained Information and Referral Specialist according to training requirements in Subsection 1:5;
- 1.1.2. Providing confidential and multilingual services twenty-four (24) hours per day, seven (7) days a week;
- 1.1.3. Identifying information and service needs related to the caller's housing situation; and
- 1.1.4. Assessing callers for additional needs and providing appropriate resources based on eligibility including, but not limited to:
 - 1.1.4.1. Housing;
 - 1.1.4.2. Mental health supports; and
 - 1.1.4.3. Social supports.

1.2. The Contractor must ensure that during normal business hours, which are Monday through Friday from 8 a.m. to 7 p.m., Information and Referral Specialists:

- 1.2.1. Receive calls to the Homeless Hotline;
- 1.2.2. Conduct a brief assessment of need; and
- 1.2.3. Provide immediate referrals to appropriate homeless services which may include, but are not limited to:
 - 1.2.3.1. Referral to a local community welfare office or coordinated access provider;
 - 1.2.3.2. Placement into a homeless shelter, if space is available;
 - 1.2.3.3. Transportation to a shelter when other options have been exhausted; and
 - 1.2.3.4. Logging the de-identified aggregate details of calls including, but not limited to:
 - 1.2.3.4.1. Demographics;
 - 1.2.3.4.2. Reason for call; and
 - 1.2.3.4.3. Referrals provided.

1.3. The Contractor must ensure that during non-business hours, on-call operators:

- 1.3.1. Assist callers with emergency shelter needs including, but not limited to:

DS
PT

**New Hampshire Department of Health and Human Services
Homeless Hotline**

EXHIBIT B

- 1.3.1.1. Locating a shelter bed;
 - 1.3.1.2. Arranging transportation to a shelter; and
 - 1.3.1.3. Arranging an emergency hotel stay until the next business day, if there are no shelter beds available.
 - 1.3.2. Record the name and phone number of all callers with non-urgent needs, to be called back the following business day by Information and Referral Specialists.
 - 1.4. The Contractor must ensure individuals who call 2-1-1 NH for homeless intervention services information or referral speak to a 2-1-1 staff member on the first call.
 - 1.5. The Contractor must ensure all Information and Referral Specialists are provided with training that includes, but is not limited to:
 - 1.5.1. Data capturing policies and procedures;
 - 1.5.2. Providing compassionate support; and
 - 1.5.3. On-the-job training.
- 2. Reporting**
- 2.1. The Contractor must provide monthly reports to the Department that include the total number of calls received monthly for homelessness referrals.
 - 2.2. The Contractor must provide a report within thirty (30) days of the end of each quarter which includes, but is not limited to, de-identified aggregate data for:
 - 2.2.1. Number of calls received;
 - 2.2.2. Demographics;
 - 2.2.3. Reason for calls and percentage per call reason;
 - 2.2.4. Number of referrals provided, including multiple referrals on the same call;
 - 2.2.5. Responses to satisfaction surveys;
 - 2.2.6. Hold times; and
 - 2.2.7. Number of dropped calls.
- 3. Performances Measures**
- 3.1. The Contractor must ensure wait times do not exceed five (5) minutes for eighty percent (80%) of the calls received.
 - 3.2. The Contractor must create a brief Satisfaction Survey, approved by the Department, and provide it to at least eighty percent (80%) of callers.
 - 3.3. The Contractor must ensure that at least ninety percent (90%) of callers are referred to appropriate housing services.
 - 3.4. The Contractor must ensure that at least ninety percent (90%) of overnight callers receive follow up services the next business day.

4. Exhibits Incorporated

**New Hampshire Department of Health and Human Services
Homeless Hotline**

EXHIBIT B

- 4.1. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 4.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.
- 4.3. The Contractor must comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

- 5.1.1. 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.

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

- 5.2.1. 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.

5.3. Credits and Copyright Ownership

- 5.3.1. 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."
- 5.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

PT

**New Hampshire Department of Health and Human Services
Homeless Hotline**

EXHIBIT B

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

- 5.3.3.1. Brochures.
- 5.3.3.2. Resource directories.
- 5.3.3.3. Protocols or guidelines.
- 5.3.3.4. Posters.
- 5.3.3.5. Reports.

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

6. Records

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

6.1.1. 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.

6.1.2. 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.

6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

6.3. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

DS
PT

New Hampshire Department of Health and Human Services
Homeless Hotline

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
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 items, as specified in Exhibits C-1, Budget through Exhibit C-2, Budget.
4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 4.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.bhhsfinance@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
6. The final invoice and supporting documentation for authorized expenses 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.

**New Hampshire Department of Health and Human Services
Homeless Hotline**

EXHIBIT C

7. 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.
8. Audits
 - 8.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
 - 8.1.1. 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.
 - 8.1.2. 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.
 - 8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov 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.
 - 8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.
 - 8.3. 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.
 - 8.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget Sheet SS-2024-DES-02-HOMEL-01

New Hampshire Department of Health and Human Services Complete one budget form for each budget period.		
Contractor Name: <u>Grants United Way</u>		
Budget Request for: <u>Homeless Muths</u>		
Budget Period: <u>SFY24 (July, 2023-June 30, 2024)</u>		
Indirect Cost Rate (if applicable): <u>10.00%</u>		
Line Item	Program Cost - Funded by DHHS	Budget Narrative Explain specific line item costs included and their direct relationship to meeting the objectives of this solicitation.
1. Salary & Wages	\$96,000	211NH staffing includes a Director, an Assistant Director/Database Manager, and 8 Information & Referral Specialists to provide assistance and/or arrange for shelter placement. Staff coordinate transport and lodging when no local options are available. Costs represent approximately 10% of total salary costs.
2. Fringe Benefits	\$28,800	Benefits calculated at 30%. Includes employee leave and benefits (health, matching 401k, life insurance, short/long-term disability, and unemployment insurance) for eligible employees.
3. Consultants	\$0	
4. Equipment		Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.
3(a) Supplies - Educational	\$0	
3(b) Supplies - Lab	\$0	
3(c) Supplies - Pharmacy	\$0	
3(d) Supplies - Medical	\$0	
3(e) Supplies Office	\$2,620	Replacement of laptop/screen/keyboard or other supporting equipment and other misc. office supplies
6. Travel	\$0	
7. Software	\$0	
8. (a) Other - Marketing/Communications	\$0	
8. (b) Other - Education and Training	\$0	
8. (c) Other - Other (specify below)		
Telephone	\$18,000	\$1,500 per month for 12 months
Transport/Lodging	\$40,000	Funds to transport unsheltered individuals to available shelter space or to hotel when there is no local shelter and facility
Call Center Coverage	\$20,000	Call center is contracted to cover 111 phone lines nights (7pm to 6am), weekends, and holidays. Cost represents approximately 25% of total contract.
Other (please specify)	\$0	
9. Subrecipient Contracts	\$0	
Total Direct Costs	\$202,500	
Total Indirect Costs	\$22,500	
TOTAL	\$225,000	

Contractor Initials GU

Date 4/11/2023

Exhibit C-2 Budget Sheet

SS-2024-DES-02-HOMEL-01

New Hampshire Department of Health and Human Services		
Contractor Name: <u>Grande United Way</u>		
Budget Request for: <u>Homeside Hotline</u>		
Budget Period: <u>8/1/23 to June 30, 2024</u>		
Indirect Cost Rate (if applicable): <u>10.00%</u>		
Line Item	Program Cost - Funded by DHPD	Budget Narrative Explain specific line item costs included and their direct relationship to meeting the objectives of this agreement.
1. Salary & Wages	\$80,000	211NH staffing includes a Director, an Assistant Director/Database Manager, and 8 Information & Referral Specialists to provide assistance and/or a range for shelter placement. Staff coordinate transport and housing when no local options are available. Costs represent approximately 18% of total salary costs.
2. Fringe Benefits	\$28,640	Benefits estimated at 36%. Includes employee taxes and benefits (health, matching 401k, life insurance, short long-term disability, and unemployment insurance) for eligible employees.
3. Consultants	\$0	
4. Equipment		Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.
5(a) Supplies - Educational	\$0	
5(b) Supplies - Lab	\$0	
5(c) Supplies - Pharmacy	\$0	
5(d) Supplies - Medical	\$0	
5(e) Supplies - Office	\$2,620	Replacement of laptop/screen/keyboard or other supporting equipment and other misc office supplies
6. Travel	\$0	
7. Printing	\$0	
8. (a) Other - Marketing/Communications	\$0	
8. (b) Other - Education and Training	\$0	
8. (c) Other - Other (specify below)	\$18,000	\$1,500 per month for 12 months
Telephone	\$40,000	Funds to transport unsheltered individuals to available shelter space or to hotel when there is no local shelter availability
Transport/Housing	\$20,000	Call center is contracted to cover 211 phone lines nights (7pm to 6am), weekends, and holidays. Cost represents approximately 12% of total contract.
Call Center Coverage	\$0	
Other (please specify)	\$0	
9. Subcontract Contracts		
Total Direct Costs	\$202,640	
Total Indirect Costs	\$22,560	
TOTAL	\$225,200	

Contractor Initial: 

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 GRANTEE'S OTHER THAN INDIVIDUALS

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

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

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

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



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

Vendor Name: Granite United way

4/12/2023

Date

DocuSigned by:

Patrick Tufts

Name: Patrick Tufts

Title: President



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:

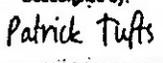
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Granite United way

4/12/2023

Date

DocuSigned by:

 Name: Patrick Tufts.
 Title: President

Vendor Initials 
 Date 4/12/2023

New Hampshire Department of Health and Human Services
Exhibit F



**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

PT



**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Name: Granite United Way

4/12/2023

Date

DocuSigned by:

Patrick Tufts

Name: Patrick Tufts

Title: President

DS
PT

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

DS
PT

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Granite United Way

4/12/2023

Date

DocuSigned by:

Patrick Tufts

Name: Patrick Tufts

Title: President

Exhibit G

Contractor Initials

PT

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Granite united way

4/12/2023

Date

DocuSigned by:

Patrick Tufts

Name: Patrick Tufts

Title: President

DS
PT



New Hampshire Department of Health and Human Services

Exhibit I

**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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Contractor Initials

PT

Date 4/12/2023



New Hampshire Department of Health and Human Services

Exhibit I

- 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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

PT

3/2014

Contractor Initials

Date 4/12/2023

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

Granite United Way

The State by:

Name of the Contractor

Katja S. Fox

Patrick Tufts

Signature of Authorized Representative

Signature of Authorized Representative

Katja S. Fox

Patrick Tufts

Name of Authorized Representative

Name of Authorized Representative

Director

President

Title of Authorized Representative

Title of Authorized Representative

4/18/2023

4/12/2023

Date

Date

DS
PT



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 (UEI #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

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

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

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

Contractor Name: Granite United Way

4/12/2023

Date

DocuSigned by:

Patrick Tufts

Name: PATRICK TUFTS

Title: President

Contractor Initials

DS
PT

Date 4/12/2023



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 UEI (SAM.gov) number for your entity is: PBS1A62152F3
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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 thereof 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

PT

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a); DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and, as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/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.

PT

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 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

DS
PT

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

PT